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1. What is Dower? (Dowaire).

— It is y. portion which a widow hath of y. lands of her husband at his decease for y. sustenance of herself & education of her children.

2. How many kinds of dower are there?

— Two. the prefixed or conventional dower and the customary dower.

3. What is y. prefixed dower?

— It is that which is agreed upon by y. parties in the ~~the~~ marriage contract.

4. What is y. customary dower?

— By y. custom of Paris it consists of one half of the <sup>or real property</sup> heritages possessed by the husband on the day of his marriage. Done half of the heritages acquired by him in a direct line during the marriage.

5. Can y. customary dower be reduced?

— Immobiliary debts - such as constituted rents - due by y. husband before marriage reduce y. customary dower - but not mobiliary debts. The prefixed dower is never diminished reduced.



6. Can a woman with a prefixed dower claim the customary?

— No. unless the dower is specially given to her by her marriage contract.

7. Can a person be heir & donaire at the same time? No.

8. Who has a right to dower?

— Only the wife & y. children of a first marriage - or y. children of a subsequent marriage in case there are none of a preceding -

9. What does y. Dower of a second wife & her children consist of in case there are surviving issue of y. first marriage?

— It consists of 1<sup>st</sup>. - One fourth of the heritages subject to y. first dower - 2<sup>d</sup> One half of y. husband's portion in conquests made during the first marriage. & in y. property acquired perquis between y. dissolution of y. first marriage & y. celebration of y. second - 3<sup>rd</sup> One half of y. real property (immeubles) which has fallen to y. husband in a direct line during y. Second marriage.



10. In what manner does y<sup>r</sup>. wife enjoy her dower?

— She can only enjoy the usufruct after her death the ~~heritages~~ <sup>hereditary</sup> property of y<sup>r</sup>. dower (hereditary) belongs to the children. whether she may have survived her husband or not.

11. When has y<sup>r</sup>. wife a right to claim her dower.

— Immediately on y<sup>r</sup>. decease of her husband.

12. When the dower consists in the usufruct of immovable property in what manner does y<sup>r</sup>. wife enjoy it?

— She may enjoy it on her juratory caution whilst she remains a widow. but if she remarries. — she must give good & sufficient security in the same manner as other usufructuaries do.

13. When the heritages which y<sup>r</sup>. wife has y<sup>r</sup>. usufruct of for her dower are in feif. is she bound to do fealty & homage therefor?

— No. her husband's heirs must acquit her.

14. Out of what property is the preferred dower paid?

— Out of any part of y<sup>r</sup>. husband's



share of y. community ~~and~~ either  
acquits. congruities. or proprius.

15. If y. husband & wife have made  
a mutual gift of their property to  
each other - can y. wife who has a  
fixed dower. enjoy her husband's property  
in prejudice to her dower?

- In right of y. mutual gift she  
will enjoy her husband's share in y.  
effects of y. community - & she will  
take her dower from the ~~estate~~ re-  
maining property of her husband  
without any reduction or confusion.

16. How is the dower divided among  
the children?

- It is equally divided without  
any prerogative of birthright. al-  
though it should consist of feudal  
heritages -

17. Are the children who accept the  
dower. bound to pay their father's debts?

- They are not bound to pay either the  
debts contracted before the marriage  
or those contracted after it.

18. What must y. children do to  
obtain their dower?



- It is necessary that they survive their father - They must renounce to his succession - and they must restore the gifts or other advantages which they may have received from ~~their father~~ <sup>him</sup> - or allow them to be deducted from y. dower.

19. When have they a right to enjoy their dower?

- They have full right on y. death of their father & mother -

20. What is y. nature of y. property of <sup>customary</sup> y. dower on its coming into y. possession of y. Children?

- It is always propre in their succession - because it consists in real estate which belonged to the father.

21. Can y. children who inherit their father's succession under the benefit of an inventory become houerriers on renouncing the succession & rendering a full account thereof?

- When there are other children who are inheriting donees or legatees (heritiers donataires &c.) of the father - those who have once accepted y. succession, cannot renounce it in order to obtain the



Dower to y. prejudice of their brothers  
sisters - but if there are none - but  
creditors of y. suspension - the renunciation  
is permitted.

22. ~~Can~~ Can y. portions of ~~the~~ dower  
of those children who accept y.  
suspension of their father - be added  
to y. portions of those who renounce?  
- No - they must remain with the  
property of y. suspension.

23. Can y. father & mother sell or  
mortgage the dower to y. prejudice  
of their children?

- They cannot - from y. instant of  
their marriage -

24. Can y. child who takes his portion  
of y. dower - claim his legitimate or  
portion in his parents' estate?

- No - because he can only claim  
his legitimate jure hereditario.

25. Has a wife always a right to dower?

- She has - whether she accepts or  
renounces to y. community;



## Dowry - (Dot.)

1. What is Dowry?

- It is y. goods given in Marriage to defray the expenses thereof. it is also called y. marriage portion.

2. What does y. dowry consist of?

- In countries governed by custom - all the wife's property forms y. dowry whether it consists of immovables or movables.

3. Can y. wife sell or mortgage her marriage portion?

- When duly authorized by her husband she may sell, mortgage, or give entre vie her marriage portion. But in case of sale or mortgage she retains an action against her husband or his heirs for indemnification.

4. What security has y. wife for her marriage portion?

- She has no privilege on the <sup>immovables</sup> property of the husband - but she has a tacit mortgage on y. immovables which belonged to him before marriage.

5. When is y. husband obliged to restitute y. marriage portion?

- Immediately after y. dissolution of y. marriage - from which day it



bears interest.

6. What are paraphernal goods?

- Those which a woman on marrying retains or power of disposing of independent of her husband - or those which she becomes possessed of during her marriage by succession, donation, or otherwise.

7. Are paraphernal goods known in Countries governed by custom?

- No. because all of property which a wife brings in marriage, & all that she becomes possessed of afterward, constitutes her dowry - as long as a wife is under the ~~protection~~ of her husband. She cannot dispose of any of her ~~property~~ without his authority.

8. What is stipulation of proprius?

- It is a clause by which sums of money are stipulated proprius in order that they may not fall into the community -

9. What is ameublement?

- It is a stipulation in a marriage contract by which immovable



property by fiction is called or made  
to take of nature of movable property  
in order that it may fall into y. community

10. In what <sup>contracts to</sup> may this ameublement  
be employed?

- Only in marriage contracts ~~when~~  
which community is stipulated.

11. What proportion of a minor's  
property can a tutor ameubler in  
y. ? Minor's contract of marriage?

- Not more than one third.

12. What is y. effect of ameublement?

- The husband can dispose of y.  
property of his wife ameublied  
without her consent, in y. same  
manner as he can dispose of all  
y. other property of y. community.



## of Marriage.

### 1. What is Marriage?

- It is a civil & religious contract whereby a man is joined & united to a woman for y. purposes of civilized society, until it is dissolved by death of one of y. parties -

### 2. What are y. principal impediments to Marriage?

- Being under y. age of puberty which is 14 years in Males & 12 in females - Affinity within y. 4<sup>th</sup> degree - ~~Being~~ a prior marriage - want of reason.

### 3. What conditions are necessary for y. validity of a Marriage?

- The consent of y. parties - If y. parents or tutors be - banns three published in Church - 4 witnesses to y. ceremony & y. nuptial benediction.



## Of y. Marriage Contract.

1. Is a Contract of Marriage absolutely necessary?

- It is not - because the law or custom of y. place or y. husband's residence at the time of y. marriage regulates all matrimonial conventions.

2. Can a Marriage contract be altered after having been signed?

- No - unless in y. presence of all y. parties who signed the same.

3. What are ordinary clauses in a Marriage Contract?

- The stipulation or exclusion of a community - that y. parties shall not be answerable for each other's debts contracted before marriage -

- constitution of a dowry - stipulation of propter nuptias - dameublement - ~~that y. surviving parent shall be allowed to enjoy~~ stipulation of dower - of jointure (precipuit) - of habitation - of trinkets - of power to y. wife to renounce to y. community & take that which she brought - of y. replacement



of alienated propres - payment of  
debts contracted by H. wife &c -

## Of the Community.

### 1. What is Community?

- It is a species of partnership  
between a man & his wife of all  
their moveable property ~~belonging to~~  
them & of all the immovable property  
acquired by them during their  
marriage -

2. If in H. marriage contract it be  
stipulated then shall be no community  
con. H. woman by a general custom.



negation alienate y. real property?

- She cannot. without being Specialty authorized thereto -

3. What property enters into the community?

- The moveables. & immovable conquests.

4. What are immovable conquests?

- It is y. immovable property acquired ~~before~~ during y. marriage -

5. What property does not enter into y. community?

- ~~The same~~ The real estate. either proper or acquired. before y. marriage - all that is stipulated proper by the marriage contract - all that is given or bequeathed on condition of ~~it~~ remaining proper. & all real estate acquired by succession &c.

6. If a husband purchase an Estate before marriage for which he afterwards pays out of y. money of y. community - does y. Estate fall into y. community?

- No - but y. husband must repay the amount to y. community.

7. Can y. husband by will bequeath all y. property of y. community?



- He can only dispose of his share of  
y. community - because his will only  
takes effect after his authority, as  
a husband has ceased -

8. Can y. husband ~~dispo~~ alienate  
y. effects of y. community during his  
life time?

- He can alienate them in such manner  
as he pleases. provided he disposes of  
them by actes entre vifs.

9. Can y. husband sell, alienate, or  
mortgage his wife's propres?

- Not without her consent.

10. If a woman in a suit at law is Con-  
:demned to pay costs - are y. costs to  
be paid out of y. community?

- No.

11. In what case may a woman  
contract a valid obligation without  
y. authorization of her husband?

- When she is a public Merchant,  
& contracts for y. Merchandise in  
which she deals.

12. When is a woman considered



a public merchant?

— When she carries on a trade distinct from that of her husband.

13. When & in what manner does y. community cease?

— It ceases by y. natural or civil death of one of y. parties - by a separation of property - & by a separation of habitation, which induces a separation of property -

14. On what condition may a woman renounce to y. community after y. death of her husband?

— On condition of making a true & faithful Inventory -

15. To what penalty does a woman subject herself who secretes effects of y. community - or who does not make a faithful inventory?

— She is deprived of y. privilege of renouncing to y. community, & she is indefinitely bound to y. payment of one half the debts thereof - beside which - she should be deprived of her share of y. effects secreted -



16. To what penalty is a husband, or wife who has accepted y. community, subject, for secreting y. effects?

- By y. privation of their portion in y. property secreted.

17. Can a woman separated from her husband & y. property, perform any legal act, or contract a valid oblig. without y. authority of her husband?

- No. in order to do so. she must be authorized by a court of Justice.

18. Can y. husband renounce to y. community?

- He cannot. being y. chief thereof.

19. Can y. husband alone institute any action relating to y. immobiliary rights of his wife which do not ~~for~~ belong to y. community?

- He cannot. his wife must be a party to it. & she must be authorized by her husband - or by a Court of Justice or his refusal -

20. When y. wife or her heirs have accepted y. community, how is y.



property divided?

— The moveables are first sold. & having made one mass of them & of other effects of y. community before proceeding to y. ~~final~~ <sup>wife</sup> distribution the monies which y. <sup>wife</sup> brought ~~brought~~ in dowry & stipulated propres are repaid. — the amount of y. propres y. wife alienated during y. marriage are then repaid. — then y. amt. of y. husband's propres alienated during y. marriage are repaid. — after this if y. survivor has a right to a préciput — it is paid out of y. proceeds of y. community. — and then y. remainder is distributed in y. same manner as successions are by y. Custom of Paris.

21. What are y. charges of y. community?

— They are y. mobiliary & immobiliary debts contracted during y. community. y. mobiliary debts contracted before marriage. & whatever y. husband & wife are bound by principles of piety & nature duty to pay —



22. What delay is granted to y. wife by  
y. Ord: 16<sup>th</sup> to deliberate whether she  
will accept y. Community or not?  
~~is there~~ <sup>that</sup> ~~from~~ Months from y. decease of her  
husband she must carry out intentions  
to be made - from y. completion of which  
she is allowed 40 days to deliberate



Of y. Continuation of y. Community.

1. In case there are children issue of a marriage - May y. Community continue to exist after y. death of one of y. parties?

2. If y. survivor makes an inventory of y. property of y. Community, it continues to exist between him or her, & y. children by a tacit consent.

3. May y. heirs of children deceased without having made any choice - Legatees, donees, & creditors require a continuation of y. Community?

- The heirs may - but legatees, donees, & creditors cannot.

4. What form or solemnity is necessary on taking y. inventory?

- It must be made by a legal person & by a lawful contradicter or opposer.

5. Within what time after y. completion of y. inventory must it be closed?

- Within 3 Months -

6. Can y. sequestration of effects prevent y. continuation of y. community?



- No -

7. Can y. continuation of y. community cease before y. completion of y. inventory?

- It ceases on y. day on which y. inventory is closed -

8. What property belongs to y. continuation of community?

~~All which is~~ All y. part of y. community which belonged to y. survivor - all y. moveables of y. community - the revenues of y. real estate <sup>(immovables)</sup> of y. community - & of y. propres of y. deceased.

9. Are children who, on their marriage, have received donations from y. surviving conjunct, obliged to restore the gifts - to be divided with the other property of y. community continued?

10. They are obliged to restore one half of y. gifts -

11. What is y. effect of y. continuation of community?

- It gives y. children a right to a share in all y. moveables, acquits, & conquests which ~~any~~ have come



into y. possession of Survivor since  
y. death of y. conjunct.

11. If y. survivor remarries without  
having made & closed y. inventory - in  
what manner is y. community continued?

- In that case it is continued by  
thirds - that is. the children have one  
third of y. husband & wife each one third

12. If each conjunct have children issue  
of a preceding marriage with whom ~~the~~  
a community subsists - how is it continued?

- By fourths -

13. If what property is y. continuation  
of community composed in case y.  
Survivor remarries?

- 1. The moveables & mobiliary effects of  
y. Community - 2. Those which fall to y.  
Survivor - 3. The real estates (im:) which y.  
Survivor may acquire - 4. Y. revenues  
of y. survivor's real estates - propres - 5. Y.  
revenues of y. predeceased's propres - 6.  
The revenues of y. conjuncts made during  
y. community between y. two conjuncts.



Of y<sup>r</sup>. power of renouncing  
and taking -

1. Can y<sup>r</sup>. wife in renouncing to y<sup>r</sup>. ~~com-~~  
community also renounce to y<sup>r</sup>. paymas  
of y<sup>r</sup>. debts thereof?

- She can.

2. If she dies before accepting or renouncing  
to y<sup>r</sup>. community - to whom does y<sup>r</sup>. right belong?

- To her heirs.

3. What is y<sup>r</sup>. stipulation of reprise?

- It is a clause in a marriage contract  
by which y<sup>r</sup>. wife has a right, on renouncing  
to y<sup>r</sup>. community, to take freely whatever  
she may have brought into y<sup>r</sup>. community -  
& generally such property as she may  
have become possessed of during y<sup>r</sup>. marriage  
by succession, donation, legacy, or otherwise  
& also y<sup>r</sup>. preciput or other advantages given  
to her by her husband.

4. If this clause is not in y<sup>r</sup>. marriage  
contract can y<sup>r</sup>. wife exercise y<sup>r</sup>. right?

- She cannot exercise it except by  
virtue of an express stipulation.

5. After y<sup>r</sup>. wife has accepted y<sup>r</sup>.  
community can she renounce thereto



Exercise 3: right of surprise?

- She cannot. If she has made a faithful inventory. She may render an account thereof in which case ~~the~~ <sup>she</sup> she cannot be charged with more debts than her share amounts to.

Can y. surviving father or mother alienate y. conjoints and during y. first community, whilst it continues?

- Neither of them can - because y. child. have a right of property therein.

### Of y. payment of y. Debts.

1. What are y. debts of y. community?

- All y. mobiliary debts <sup>or immobiliary debts</sup> contracted during y. marriage.

2. If no inventory of y. wife's property prior to her marriage were made. can her creditors apply to y. husband as master of y. community for payment?

- They can oblige <sup>him</sup> to pay y. whole. & after y. dissolution of y. community they can demand one half from him or his heirs.

3. By whom are y. funeral expenses of y. deceased paid?

- By y. heirs - but out of y. community.



## Of the Preciput.

1. What is the Preciput?

— It is an advantage given in some customs in virtue of an express <sup>by marriage contract</sup> standing to the survivor of two conjuncts to take to the ~~the~~ extent of a certain sum from the movables of the community, over & above his or her share of y. community.

2. On what condition is y. preciput given?

— On condition of paying all the mobiliary debts, obsequies & funeral expenses of the deceased.

3. Can y. wife who renounces to y. community take her preciput?

— She cannot unless she expressly reserves it in her renunciation.

4. To what persons does y. Custom of Paris allow this right?

— To y. nobility only, when they have no issue of their marriage.

— Out of what fund are y. widows wed paid for?

— Out of y. succession —



## Of Donations by Marriage Contract.

1. How many kinds of donations may be made by a marriage contract.

- Four - viz. By y<sup>e</sup> parents to their children - By y<sup>e</sup> two conjuncts to each other - By collateral relations or strangers to one or both of y<sup>e</sup> conjuncts. - & By any persons to y<sup>e</sup> children which may issue of y<sup>e</sup> marriage.

2. Are donations made by parents to their children by marriage contract subject to insinuation?

- They are not.

3. Are donations by the two conjuncts to each other subject to insinuation?

- They are -

4. ~~Is~~ Is acceptance of donations by marriage contract necessary to the validity - & does the non transfer of y<sup>e</sup> thing given annul y<sup>e</sup> donation?

- An express acceptance is not necessary & y<sup>e</sup> non transfer does not annul it.

5. If children are unexpectedly born to y<sup>e</sup> donor after his donation - would it be still valid?

- The birth of a child revokes y<sup>e</sup> donation.



## Of Mutual Gifts - (Dor Mutual)

1. What is a mutual gift?

- It is a convention between a husband & wife by which they agree that the survivor shall enjoy, during life, ~~the~~ ~~half share of y.~~ the usufruct of the first deceased's share in y.

community -

2. What conditions are required for the validity of a mutual gift?

- 1. That <sup>both</sup> conjuncts shall be in good health. 2. That they have no issue <sup>or any issue</sup> at y. time of y. first conjunct's decease. 3. That y. gift be equal. 4. That it be ~~made~~ on condition of y. survivor giving good & sufficient security. 5. That it be legally executed <sup>ord. and signed</sup> before Notaries -

3. What property can be disposed of by mutual gift?

- In moveables & conjuncts immovables of y. community

4. What steps must y. survivor take to obtain y. enjoyment of y. gift?



- He or she must demand & obtain a delivery thereof from the heirs of y<sup>e</sup> deceased - & must give y<sup>e</sup> security required.

5. Must y<sup>e</sup> mutual gift be insinuated?

- It must - as until then each of y<sup>e</sup> conjuncts may revoke it at pleasure -

6. What is y<sup>e</sup> surviving mutual donee bound to do?

- He is bound to pay y<sup>e</sup> funeral expenses of y<sup>e</sup> deceased. & y<sup>e</sup> whole of y<sup>e</sup> debts of y<sup>e</sup> community.

7. Is it necessary that the conjuncts be of age to make a mutual gift?

- It is not - it is sufficient if they <sup>be</sup> married.

### Of Donations.

1. How many kinds of Donations are there

- Two - Donations entre vifs -

& Donations <sup>prospect</sup> ~~in~~ <sup>in</sup> ~~view~~ of death -



## Of Donations entre-vifs.

1. What is a donation entre-vifs?

— It is a donation made without any prospect of death - & from mere motives of liberality - by which the Donor in his life time divests himself of all right of property in the thing given -

2. Is a donation made by a person accused of a capital crime - valid?

— If found guilty it is not valid.

3. Can a donee legally compel a donor to deliver his gift?

— He can.

4. ~~Can~~ Is a donation made by a person labouring under a disease of which he dies valid?

— It is then considered a donation in prospect of death.

5. Can a minor when arrived at age of majority make a donation to his Tutor?

— Such a donation would not be valid unless y<sup>e</sup> Tutor has ~~given~~ consent



undered his account & paid the balance thereof -

6. Can an invalid donation inter vivos be considered a donation in prospect of death?

- It cannot

7. What is necessary to perfect an act of donation inter vivos?

- It must be accepted by y. donee

8. By whom may it be accepted?

- By y. donee in person - or by Attorney specially appointed for that purpose - by a tutor or curator - or by y. father of a minor child, or other ascendant.

9. Can y. donation be accepted in y. absence of y. donor?

- It can if he be still living - ~~in that~~

10. How is a donation accepted?

- It is accepted by y. same act when both parties are present - if y. donee accept<sup>s</sup> afterward - he must do it before Notaries on y. original act or on a legal copy thereof -

11. Can a husband accept a Donation to his wife -

- He cannot - it must be accepted by herself duly authorized by her husband -



12. From what time does y. donation take effect?

- From y. day it is accepted.

13. Who may accept for a Minor?

- His father or mother - his tutor or curator - or any relation ascendans even during y. life time of y. parents.

14. Can a Minor demand restitution for default of Acceptance?

- He cannot - but he has recourse against his tutor or curator if they have neglected to accept for him.

15. Can a donation be made of all property present & future?

- It cannot - except by marriage contract.

16. Can a donation be made of all present property on condition that y. donee shall pay y. debts of y. donor's successors?

- It cannot - except by marriage contract.

17. How can a donation be transferred to y. donee?

- Either by a real or by a civil transfer. A real transfer is when actual



possession of y. thing given is made.  
civil transfer is when y. donor  
transfers y. right of property but  
retains y. usufruct.

18. Can a donor revoke a donation  
<sup>has been accepted but</sup>  
which has not been vested (insinuat)  
or indigested (insinuat)?

~~He~~ He cannot.

19. Within what period must a  
donation be registered?

— Within 4 Months - if made within  
that time it ~~will~~ bears a mortgage  
from y. day it was accepted. if  
made after 4 months, <sup>during y. lifetime of y. donor</sup> it only bears  
a mortgage from y. day it was  
registered.

20. Must donations made by parents to  
their children be registered?

— It is not necessary.

21. What property may be given by  
donation entre vifs?

— Only that which belonged to y. donor  
at y. time of y. donation.

22. If a child is born to y. donor after  
y. donation made. does it continue good?

— It is thereby revoked de plein droit.



23. In what case can a donation be revoked?

— In case of y. donee's ingratitude to his benefactor.

24. What are y. causes of ingratitude for which a donation may be revoked?

— There are five causes — 1. When y. donee has by word or deed caused some grievous injury to y. donor. 2. When he has beaten y. donor. 3. When he has wilfully caused loss of donor's property. 4. When he has put y. donor in peril of his life. 5. When he refuses to accomplish y. conditions under which y. donation was made.

25. Does y. revocation for ingratitude take place de plein droit?

— It does not. y. donor is always supposed to have forgiven y. injury until he institutes an action for y. revocation of y. gift.

26. Can all y. propres be given by donation?

— All property, whether moveable or immovable, acquits or propres may be given by donation entre vifs. provided y. donor has no children, if he has, they can claim their legitime out of it.



## Separation of property & habitation

1. Does a separation of property induce a separation of habitation?

— It does not - but a separation of habitation induces a separation of ~~habitation~~ property.

2. What must a woman do in order to obtain a separation <sup>from her husband</sup> of property & habitation?

— She must <sup>for a separation of property</sup> prove v. dissipation of her husband by obligations contracted by him - by deeds of sale of his real estate (*im.*) by v. seizure of his property at v. suit of his creditors &c. for v. separation of habitation she must prove by witnesses v. ill treatment by her husband.

3. Does v. separation induce a dissipation of v. community?

— It does

4. What is v. effect of a separation of prop?

— It restores to v. wife every thing which she brought into v. community. & she is generally allowed a pension out of her husband's property until she is



allowed to claim her dower.

5. Can a woman separated from her husband in regard to property alienate her real estate (i.e.) without authority from her husband?

- She may alienate & dispose of her moveables & of y. revenues of her ~~immovables~~ real estate without his authority - but she cannot alienate y. real estate itself without his authority - or that of a Court of Justice.

6. Who can demand y. separation of property & habitation?

- Either y. husband or y. wife - but y. division of property ~~alone~~, can only be demanded by y. wife.



## Of donations in prospect of death.

1. What is a donatio causa mortis?

- A gift in prospect of death - a death bed disposition.

2. Can y. delivery of a gift causa mortis be legally demanded before y. death of y. donor?

- It cannot - & y. donor may revoke it when he pleases.

3. What formalities are required to a donatio causa mortis?

- By y. custom of Paris they do not differ from testamentary dispositions. & they require y. same forms as testaments.

4. What property can be given by a donatio causa mortis?

- Only that which can be given by testament - i. e. alleg. moveables, acquits, & conquits immeubles - & one fifth of y. propres.



<sup>84</sup>  
Of Pledges - <sup>hypothecation</sup> ~~hypothecation~~ privileges.  
Required.

1. What are pledges, <sup>hypothecations</sup> ~~hypothecations~~ and privileges?

- They are assurances taken by creditors from their debtors for the payment of their debts.

2. How many kinds of pledges are there?

- Two. the conventional & y. judiciary.

3. What is y. conventional pledge?

- That which is voluntarily agreed upon by y. debtor & creditor.

4. What is y. judiciary pledge?

- The moveables of a debtor seized by authority of Justice.

5. What is an hypothecation?

- It is an obligation by which y. real estate (imm.) of a debtor is charged & hypothecated to his creditor to ensure y. payment of his debts.

6. How many kinds of hypothecations are there?



- Iuv. - the legal or tacit - and  
y. conventional.

7. What is a legal or tacit hypothecation?

- It is that which is ordered by law  
without y. ministry or intervention  
of y. parties -

8. How is a conventional hypothecation made?

- By a legal instrument passed  
before Notaries -

9. What are y. effects of an  
hypothecation?

- It produces three principal effects.  
the 1<sup>st</sup> is ~~that~~ it gives y. creditor a  
right to cause his debtor's estate  
to be seized & sold in default of payment.

- 2<sup>d</sup> The hypothecation being a real right  
y. creditor retains his hypothecation  
on y. property although it passes  
out of his debtor's possession - A  
3<sup>d</sup> effect - is - that y. oldest hypothecation  
is preferred to any subsequent.

10. What acts bear an hypothecation?

- Those passed before Notaries & judgments.



11. Is the hypothecatory action divisible?  
- It is not.

12. Is it a real or a personal right?  
- It is a real right.

13. From what time does an hypothecation  
begin for arrears of rent?

- It runs from 3<sup>d</sup> day of 3<sup>d</sup> act which  
constituted 3<sup>d</sup> rent.

14. Can a purchaser hypothecate  
an estate <sup>during time it is</sup> subject to redemption?  
~~within 3<sup>d</sup> year limited by law?~~

- He cannot. not being incommen-  
surable proprietor.

15. How does an hypothecation cease?

- By actual payment. - By any  
act equivalent to payment.

By 3<sup>d</sup> express consent of 3<sup>d</sup> creditor.

By 3<sup>d</sup> tacit consent of 3<sup>d</sup> creditor. as  
if he signs a deed of sale which declares  
3<sup>d</sup> estate to be free from all debts.

By adjudication for decret. when  
3<sup>d</sup> creditors have neglected to file  
oppositions to the sale. - By prescription.



By novation - & By confusion -

16. Give some examples of tacit or legal hypothecations.

- The wife has a tacit hypothecation on y. property of her husband for her matrimonial conventions from y. date of y. m. contract - Minors have a t. h. on y. property of their tutors or curators for y. balance of account & for y. debt of y. out of tutor or curators & p. - Children on y. property of their step-father from y. celebration of y. second marriage - Legates on y. props. of y. demand for their legacies - Y. proprietor of an Estate on y. property of y. usufructuary.

17. Can y. debtor specially hypothecate y. same Estate to different creditors?

- He cannot without being guilty of Steinhornati.

18. Is a special hypothecation preferred to a general of older date?

- It is not.

19. What is y. effect a general hypothecation joined to a special?



- It obliges y. creditor to discuss y. property specially hypothecated before he applies to that which is only generally hypothecated.

20. Who are privileged hypothecary creditors?

- In person who built or repaired a house - In bailleurs de fonds - then who have lent money for y. purpose of purchasing property.

21. How many kinds of creditors are there?

- two - hypothecary & chirographary

21. What are chirographary creditors?

- Those who have neither hypothecation or privilege & who are paid out of y. monies arising from y. sale of movables.

22. What are y. privileged chirographary debts?

maîs de justice -

general expenses - ~~house rent~~

expenses of y. last illness - house rent - servants wages - (judicial costs)



23. What are y. privileged hypothecatory debts?

— Costs of suit. Seigniorial rights. ground rents—funeral expenses—Attendance & Medicine during y. last illness—ploughing & sowing y. estate. Materials supplied to repair y. estate or tenements. The bailments & found—&c &c

Q4. In what time & on what hypothecation prescribed?

~~I say~~ With respect to third persons (tiers détenteurs) it is prescribed by 10 years against people present—by 20 years against absentees— but in regard to y. debtor himself y. prescription is 30 years if it is a legal or tacit hypothecation—~~40~~ 40 years if it is a conventional.



## Dequerpissement.

1. What is deq. or yielding up?

— It is a privilege granted by q. Caston to q. possessor of a heritag<sup>e</sup> charged with a ground rent or other real charges to under or yield up to q. person to whom these charges are due. in order to avoid q. future payment of them.

2. How is the yielding up done?

— It must be done by means of a Judgment - unless all q. parties concerned agree to a less <sup>formal</sup> ~~formal~~ process.

## Relinquishment by hypothecation.

1. What is a relinquish. by hypothecation?

— It is q. relinquish. by a third possessor of an estate to a creditor who has an hypothecation thereon.



2. What is the effect of this ruling??

- It revives the hypothecation of  
negligent creditors against whose  
claims ~~prescription~~ of their possessor  
could plead prescription -

3. How is it done?

- In a judicial manner.



## Of Ground Rents. (Rentes foncières)

1. What are ground rents?

— They are annual rents <sup>imposed</sup> ~~paid~~ over above y. quit rent (cens). ~~and~~ sometimes called surcens ~~also~~ in perpetuity upon heritages.

2. How are they created?

— By a deed of lease &c.

3. How many kinds of ground rents are there?

— Two. y. Seigniorial rents & y. simple ground rents. The first are due to y. Seigneur. y. last to y. person who alienated y. property <sup>subject to</sup> ~~under~~ y. charge of a ground rent.

4. In what manner can an estate be alienated <sup>subject to</sup> ~~charged with~~ a ground rent?

— In three manners. it may be abandoned under y. charge of a rent. it may be sold for a certain sum ~~and~~ charged with a redeemable rent. It may be sold for a certain sum only.



5. How many kinds of actions are there for ground rents?

- Three - the pure personal against a person who no longer possesses a property for arrears due by him - the hypothecary against a mortgagee.

6. What kind of property is a rente foncière to a proprietor?

- It is of the same nature as the estate itself was - immovable or acquired -

7. Can retrait-lignage be exercised on rente foncière?

- It can - but not on constituted rents.

8. How many years of arrears of ground rent can be sued for?

- Twenty nine.



## Of constituted rent.

1. What are the conditions essential & necessary for the validity of a sale for a constituted rent?

- Three. The property must be alienable for ever. The rent cannot be constituted at a higher rate than that limited by the Ordinance. The debtor of the rent shall perpetually have the power to redeem it on reimbursing the capital.

2. How many years of arrears of constituted rent can be sued for?

- Only 5 years -

3. Can the parties agree that more than 5 years arrears may be sued for?

- Such an agreement is null -

de plein droit

4. Can he who has a hypothecation on a property for a constituted rent claim any privilege?

- He cannot. There is no difference between an hypothec for a simple debt and an hypothec for a constituted rent.

5. Can a constituted rent be stipulated non rachetable?

- Such a clause would be vicious & of no effect.



## Of Seizures (Saisies)

1. Can you give the ~~definition~~ <sup>definition</sup> of seizure?

1. How many kinds of seizures are there?

- There are 3 kinds. 1. The seizure of <sup>for y. purpose of being sold</sup> moveables, which is called saisie

& execution. 2. The seizure of moveables due to a debtor which is called

saisie & arrest. 3. The seizure of moveables without displacing or selling them called saisie <sup>(for honorarium)</sup> garnie.

4. The seizure of ungathered fruits in default of the payment of quitrent <sup>(cens)</sup> called saisie brandon. 5. The

seizure of a vassal's fief by the Seigneur in default of payment of rights & dues. called saisie fief.

6. The seizure of real property which is called a real seizure. saisie réelle.

2. Why is y. second species of seizure called seizure & arrest?

- Because it only arrests in y. hands of a third person what is due to y. debtor - until y. person seizing can <sup>obtain</sup> a judgment for his debt.



3. What is y. meaning of Seizure on seizure is worthless? / saisie sur saisie ne vaut /

- The first seizure only is ~~good~~ - valid - all subsequent ones are converted into oppositions.

4. In what time after seizure must y. moveables be sold -

- ~~Within~~ Eight days after.

5. How many kinds of Oppositions are there?

- Four. à fin d'annuler. à fin de distraire - à fin de charger - & à fin de conserver.

6. What is y. Opposition à fin d'annuler?

- It is generally made by y. party whom property is seized for y. purpose of annulling y. seizure & sale.

7. What is y. Opposition à fin de distraire?

- It is made by y. proprietor of y. whole or part of a heritage included in y. real seizure - in order that that portion of y. property may not be sold.

8. What is y. Opposition à fin de charger?

- It is formed by a person who has a real right upon y. property seized



such as a right of servitude, a ground rent &c. he requires that y<sup>r</sup> property may be sold subject to his right of ~~charge~~ <sup>proprietary</sup> encumbrance thereon.

9. What is y<sup>r</sup> Opp<sup>n</sup>. à fin de conserver?

— It is made by y<sup>e</sup> creditor of y<sup>r</sup> party seized, in virtue of a contract, obligation, or judgment, or of an acknowledged promise - in order to be duly collocat<sup>d</sup> ~~is~~ placed in regular order <sup>of payment</sup> with y<sup>r</sup> other creditors according to y<sup>r</sup> date of his hypothecation -

10. As y<sup>r</sup> creditor who has caused y<sup>r</sup> real seizure to be made obliged to make an opposition to y<sup>r</sup> sale à fin de conserver?

— He must - otherwise he will not be collocat<sup>d</sup> with y<sup>r</sup> other creditors.

11. ~~What~~ What time must Opp<sup>n</sup>. be made?

— Opp<sup>n</sup>. à fin de distraire - à fin de changer must be made 15 days before y<sup>r</sup> sale -

Opp<sup>n</sup>. à fin de conserver must be made before or y<sup>e</sup> day after y<sup>r</sup> return of y<sup>r</sup> writ of execution

12. If a person has neglected to file an Opp<sup>n</sup>. à fin de distraire within y<sup>r</sup> time limited - what other resource has he?



- He may convert it into an opposition à fin de conserver in order to be collocated with y. other creditors.

13. Are real servitudes extinct by default of opposition to an execution?

- They are not. provided they are apparent & visible.

14. Is it necessary for a Seigneur to make an opposition for y. conservation of his Seigneurial rights?

- It is not. because real estate is always sold subject to such rights & charges as are ordinary & inherent in y. property.

15. What is an Opp. en sous ordre?

- It is that which is made by y. creditor of a creditor opposing - by which he prays that y. sum for which his debtor may be collocated may be paid to him.

16. How should he be collocated with y. other creditors?

- According to y. date of his debtor's hypothecation -







## Of Actions.

1. What is an Action?

— It is a legal mode of obtaining by Judgment that which is due or which belongs to us

2. How many kinds are there?

— Three. personal. real. & mixed.

3. What is a personal action?

— It is that which is instituted against a person to enforce y. performance of an act or y. payment of a debt.

~~4. What is a real action.~~

4. For what causes may y. personal action be instituted?

— For any one of y. four causes from which personal obligations arise - viz. - Contracts - Engage<sup>ts</sup> in y. nature of Contracts - Injurious acts in y. nature of injuries.

5. What is a real action?

— That which is instituted for y. purpose of obtaining possession of property of which we have y. propriety - or to obtain y.



enjoyment of some real right or a  
heritage - such as an hypothecation.

6. What is a mixed action?

- That which is partly real & partly  
personal. <sup>(That which lies as well for y. thing demanded  
as against y. person that has it.)</sup>

7. How are real actions divided?

- Into petitory & possessory actions.

8. What is a petitory action?

- That which is instituted to obtain the  
propriety of an Estate or y. enjoyment  
of a real right.

9. What is y. possessory action?

- That which is instituted by y. possessor  
of an Estate for y. purpose of being main-  
tained in his possession - or to be re-established  
therein in case he has been evicted.

10. How many kinds of rights may be  
maintained by real actions?

- Four. possession. propriety. hypo-  
thecation. & real rights or servitudes.

11. What is y. action in declaration  
of hypothecation?

- That which ~~has for~~ y. a creditor  
has who wishes to preserve his hypo-  
thecation on an estate.



12. How many kinds of petitory actions are there?

— Two - revendication & possession.

By y: first we maintain that we are proprietor of y: property - by y: second in acknowledging that a person is y: lawful possessor - we maintain that we have a right of property.

13. How are possessory actions divided?

— Into la complainte & la réintégration.

La complainte we require to be maintained in possession - by y: réintégration we require to be reestablished in possession.

14. What conditions are necessary to institute y: complaints?

— There are four conditions - 1. That we have possessed y: property during one year preceding - 2. That y: possession has been public - 3. Without violence & as proprietor & not under a precarious title - such as a farmer or lessee.

15. What other actions are there besides those already mentioned?



- The action confessoire by which a right of servitude on ~~an estate~~ ~~an estate~~ is claimed.

The action negatoire by which y<sup>r</sup> right of servitude is denied

The action de partage ~~again~~ by heirs against coheirs for a division of a succession.

The action hypothecaire by y<sup>r</sup> creditor against <sup>y<sup>r</sup> debtor</sup> an hypothecated estate.

The action redhibitoire by y<sup>r</sup> purchaser of ~~a~~ damaged merchandise against y<sup>r</sup> seller to make him take it back & return y<sup>r</sup> money received therefor

The action de révoir by y<sup>r</sup> seller against y<sup>r</sup> purchaser to cause him to yield up y<sup>r</sup> property on being repaid y<sup>r</sup> price &c.

The action de bornage - ~~explaining~~ against a neighbor for encroachments

The action héréditaire - ~~that~~ which passes from y<sup>r</sup> deceased to his heirs - it is either active or passive - Active when y<sup>r</sup> heirs sue y<sup>r</sup> debtors - passive when y<sup>r</sup> heirs are sued by y<sup>r</sup> deceased's creditors.

The action pépétuelle by which we demand judgment on an incidental question in order to determine y<sup>r</sup> principal judgment.



The Action de retrait - by which a person of y. lineage of y. seller, or y. feudal Seigneur claims his right of redemption -

The Action pro socio by one partner against another -

The Action conductio ex conducto by y. lessee against y. lessor - for possession of y. property leased.

The Action ex locato by y. lessor against y. lessee for rent -

The Action ex empto - by y. purchaser against y. seller for delivery of y. thing sold -

The Action venditio ex vendito by the seller against y. purchaser for y. consideration

The Action pignoratitia directa by against a creditor for restoration of effects pledged -

The Action pignoratitia contraria by y. creditor against y. debtor for to cause him to substitute other things for y. pledge already given - which did not belong to y. debtor

The actio commodati directa



by  $\gamma$ . lender against  $\gamma$ . borrower

The actio commodatic contraria by  $\gamma$ . borrower against  $\gamma$ . lender to prevent him troubling  $\gamma$ . borrower in  $\gamma$ . use of it

The actio depositi directa by  $\gamma$ . depositor agt  $\gamma$ . deposit<sup>ee</sup> -

The actio depositi contraria by depos<sup>itee</sup> agt depositor for expenses of deposit

The actio mandati directa by  $\gamma$ . mandator ~~against  $\gamma$ . man~~ who requires a person to pay a sum of money for him - against that person for an amount of a mandate

The actio mandati contraria by  $\gamma$ . mandates against  $\gamma$ . mandator for expenses.

The actio negotiorum gestorum directa against a person transacting business for another without ~~without~~ authority. for an amount.

The actio negotiorum gestorum contraria against  $\gamma$ . person for whom business has been transacted for expenses.

The actio condictio indebiti for a sum overpaid by mistake -



The actio petitiō hereditatis by an heir claiming a succession.

The actio de revendicatione by a proprietor claiming a thing in q. p. p. p. of another.

Actions are also mobiliary or immobiliary ~~as~~ according as they relate to movable or immovable property.

Actor sequitur forum rei.

16. How many kinds of rights (droits) may be prosecuted by real actions?

— Four — possession — property — hypothecation — & real rights or servitudes.

17. From these four kinds how many kinds of real actions arise?

— Four — q. p. p. p. — q. p. p. p. — q. p. p. p. — q. p. p. p. actions — & actions purely real.

18. What is an actio upon q. c. c.?

— A general action given for redress of wrongs & injuries done without force, not particularly provided against by law, in order to have satisfaction for damage — such as defamation — malicious prosecution — conspiracy — nuisance &c.



## Of Redemption - (retrait)

1. How many kinds of redemption are there?  
- Four - the conventional - the lignager - the feudal - & the consuetudinal.
2. What is q. conventional redemption?  
- It is q. power reserved by a seller to redeem his estate within a certain time - which power produces q. action de remerie.
3. If q. time of redemption is undefined by q. deed of sale - within what time must q. estate be restituted?  
- It is subject, like all personal actions, to q. prescription of 30 years.  
(action for redeeming q. estate)
4. Are signiorial rights due on q. sale of estate subject to redemption?  
- They are not due, if q. estate is redeemed within q. time limited by q. deed of sale.
5. What is q. retrait lignager?  
- It is a right by which a person of q. same lineage as q. seller of an estate can redeem q. estate from q. purchaser on paying q. purchase money, costs &c.



6. Who may exercise this power?

— Those who are of y. same lineage <sup>or person</sup> as ~~those~~ from whom y. estate <sup>originally</sup> has come. They must also be a. kin to y. person who first acquired y. estate.

7. What property can be redeemed?

— Immovable property only. & it must y. property of a heritag, a house, or a ground rent. it must also be propre.

8. Can a heritag be redeemed which has been sold by decree or by licitation be redeemed?

— It can.

9. What formalities are necessary in action de retrait lignage?

— 1. The summons (exploit) must be signed by two witnesses (recors) & the bailiff. 2. It must contain offres of bourse, deniers, loyans & couts, et "à parfair". 3. These offres must be made on every proceeding in the cause. 4. If it is appealed. the same offres must <sup>be made</sup> on every proceeding in the appeal until judgment thereon.



10. Against whom does y. year of Redemption run?

— Against all sorts of persons - majors, minors, absentees & others without any hope of restitution.

11. In what manner must y. Attorney plead to y. Acton?

— He must hold a purse with money - & reiterate y. offers in y. same terms (as above).

12. In what manner is a valid consignation of y. amount made?

— The whole amount in current money must be first offered - if y. purchaser of y. property refuses to receive it, he must be notified to that at y. consignation. The same money as was offered to him must then be consigned. All this must be done within 24 hours. The costs & expenses must also be consigned within 24 hours after they have been liquidated, taking care to observe the same formalities as for y. principal sum.

13. What are the legal costs? (Coyage costs)



- They are the costs of ~~copy~~ copy of y. contract or deed of sale - y. signmanual rights - y. expenses for labouring & cropping y. estate - & y. amt. expended in necessary reparations.

14. What is the retrait de demi denier?

- When y. husband has redemed by retrait liguage a ~~portion~~ heritag proper to himself or to his wife - after y. death of one of y. conjuncts - the one who ~~is~~ of y. right line may retain the whole of y. heritag on reimbursing one half of y. prin. & ~~last~~ costs & expenses.

15. What difference is there between y. liguage redemption & y. feudal redemption. & which is preferable?

- y. retrait liguage. is established to preserve estates in y. same family. y. feudal redemption is a power given to y. Seigneur of a fief dominant to redeem a sub-fief sold by his vassal - y. liguage is preferable. because it can be exercised on y. property freely signed -



16. Within what time must y. feudal redemption be made?

- Within 40 days after y. purchaser has notified y. Seigneur of his acquisition - exhibited his ~~Coutume~~ deeds & left a copy with him.

17. Can y. Seigneur exercise y. right of feudal redemption after he has received his vassal's fealty & homage?

- He cannot - nor can he after he has received his Quint.

18. Can a husband exercise y. power of redemption for his wife?

- He can.

19. What acts give rise to the <sup>of redemption</sup> power?

- Only deeds of Sale or acts equivalent - but to a Sale -

20. Does redemption take place in cases of Exchange?

- No - unless y. soathe exceeds y. value of one half of y. heritage exchanged - in which case it is subject to redemption for y. portion of y. soathe.



## Of Exceptions.

1. How many kinds of exceptions are there?  
Three. ~~The~~ declinatory. Dilatory.  
& peremptory.

2. What is a declinatory exception?

— It is ~~that~~ which is founded on *q.* incompetency or want of power in *q.* Judge before whom *q.* action is brought.

3. When should it be made?

— Before *q.* contestation of *q.* cause.

4. What is a dilatory exception?

— That which is made to defer *q.* prosecution or final <sup>judgment</sup> ~~conclusion~~ of *q.* action.

5. What is a peremptory exception?

— It is that which either temporarily or permanently destroys *q.* action instituted. They are distinguished into temporary & perpetual exceptions.

6. When should it be made?

In any state of *q.* cause.



## Of the Legitime.

1. What is Legitime?

— It is ~~the hereditary~~ portion of a succession due to the legitimate issue of a marriage, by natural right.

2. What does y. Legitime consist of?

— By y. Custom of Paris (art. 298.) it consists of one half of such part or portion as each child would have had in y. succession of its father or of its mother. of its grandfather or grandmother. or other ascendants if they had not disposed of their property ~~to~~ prejudice of their child.

3. Out of what property is y. Legitime paid?

— Out of all that might have been disposed of by donation entre-vifs or last will.

4. Can ascendants claim a Legitime out of y. property of their descendants.

— They cannot.



5. Can a child renounce to y. Legitim in prejudice of his creditors?

- He cannot.

6. Can y. children who renounce to y. Succession claim their Legitim?

- They cannot.

7. What is y. Prescription against an action for a Legitim?

- 30 years.

8. Can y. parents by any means diminish their child's Legitim?

- They cannot.

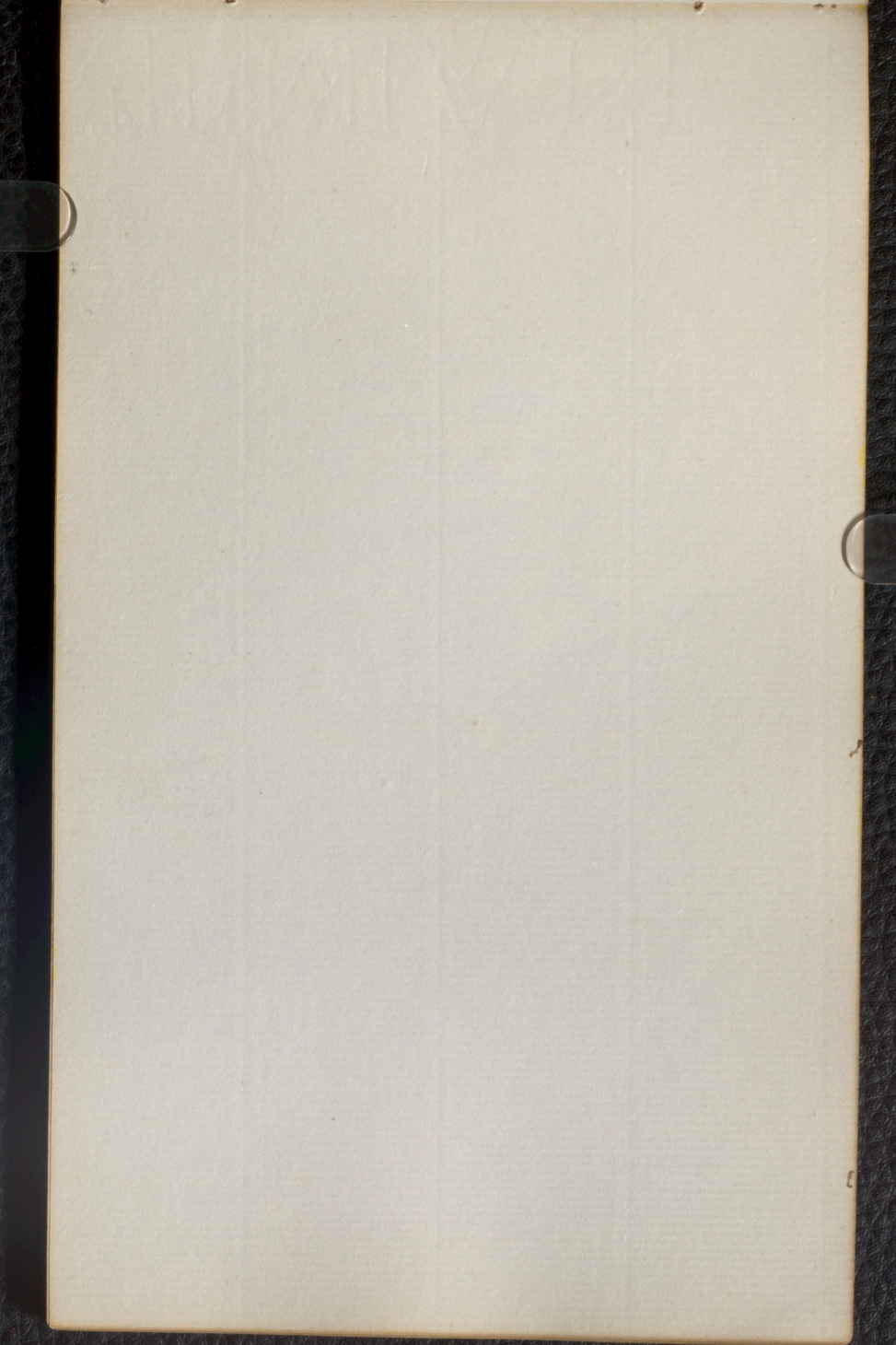
9. Can they deprive them of it?

- They cannot unless for a just cause of disinheritance.

10. When y. parents have left less than y. Legitim amounts to to their children. can they enter a caveat against the will?

- They can only demand the Supplement to their Legitim.

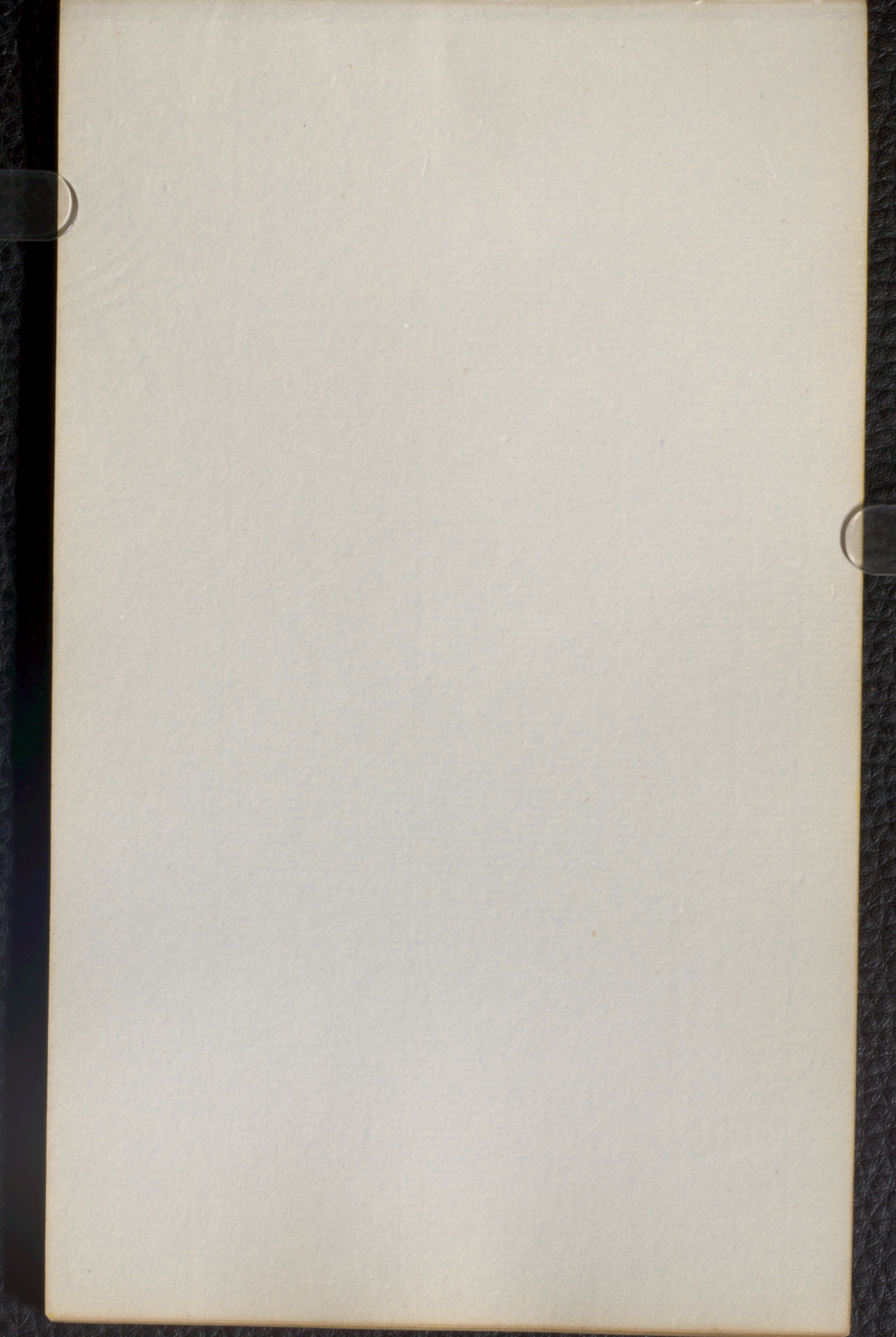








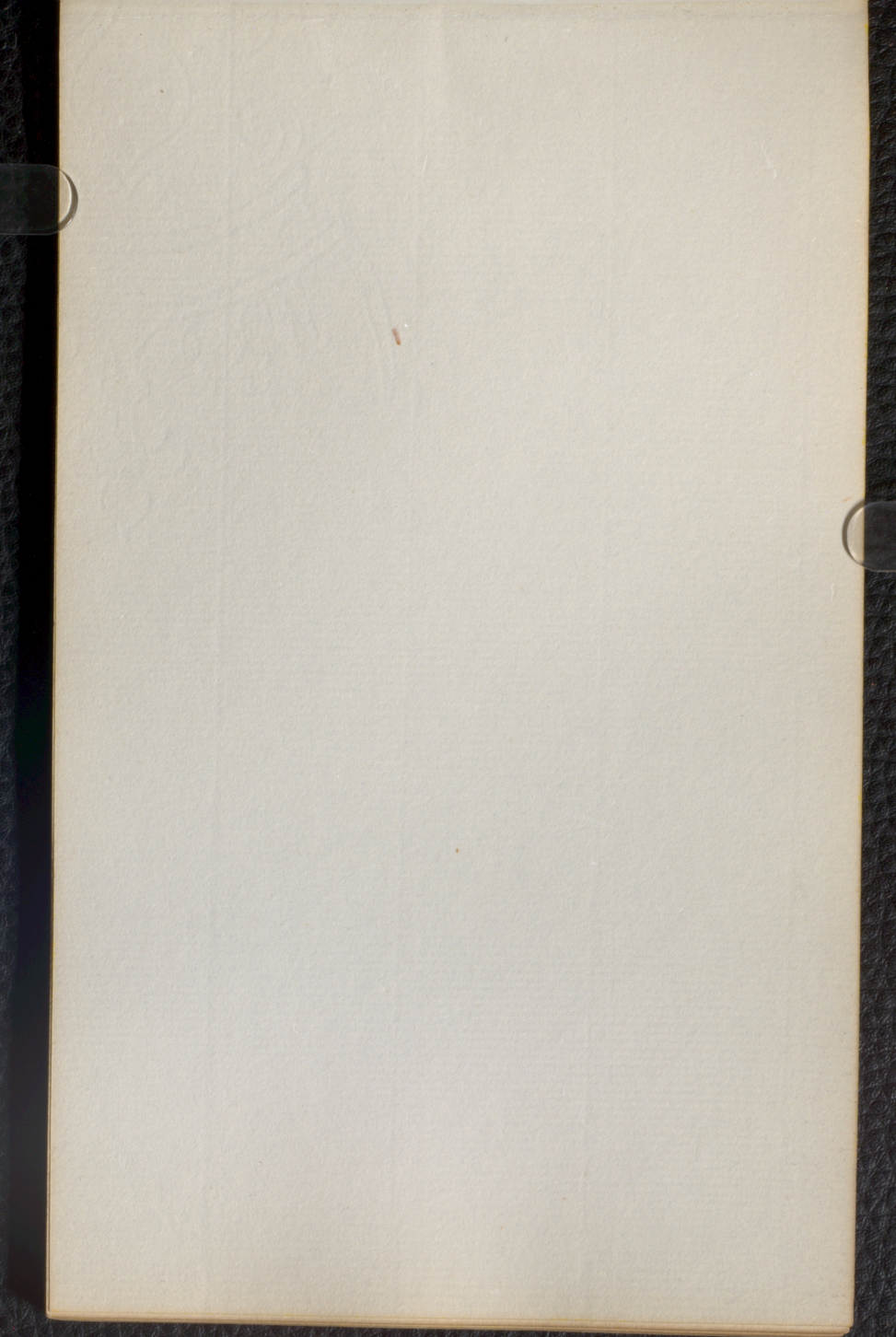
















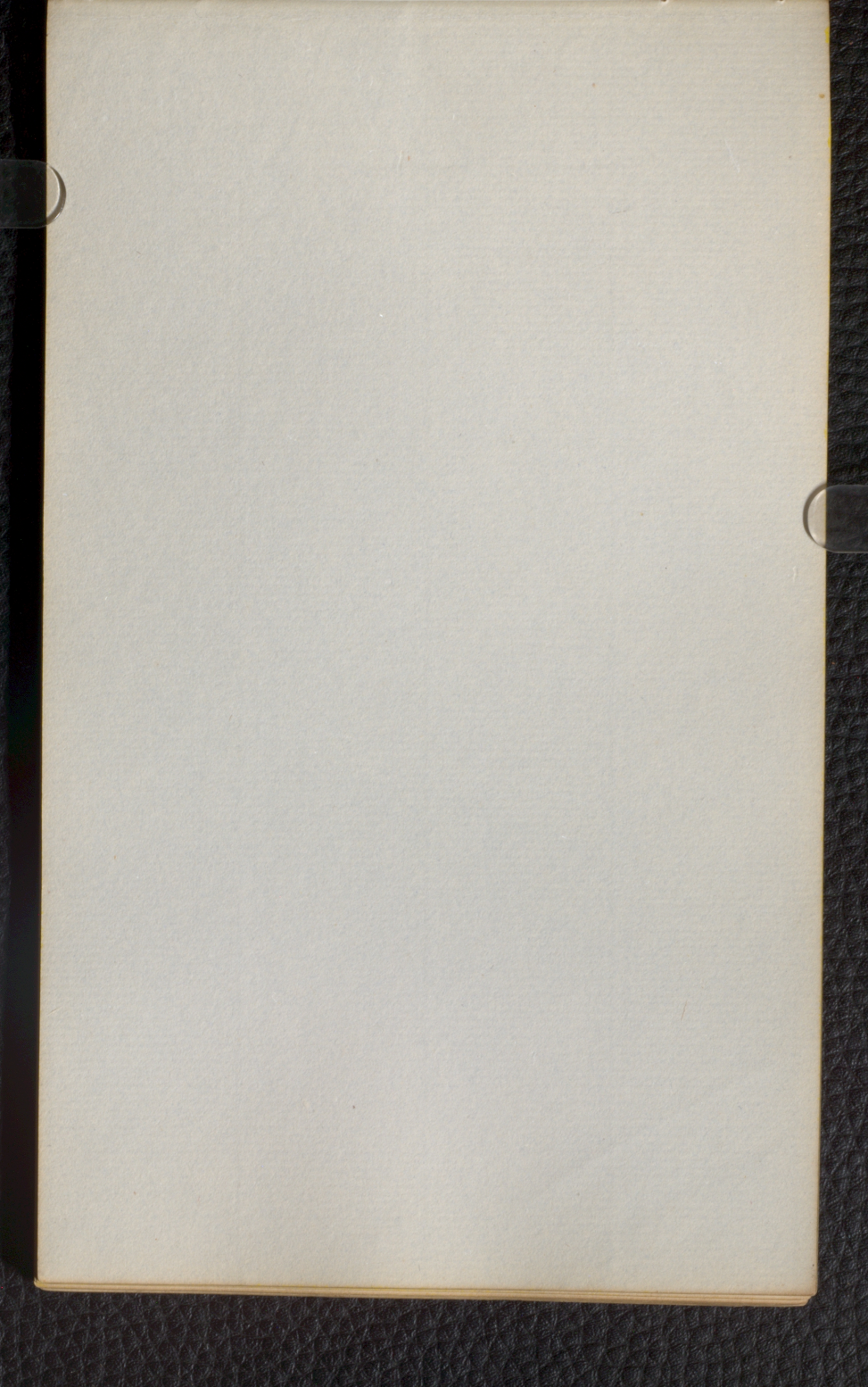








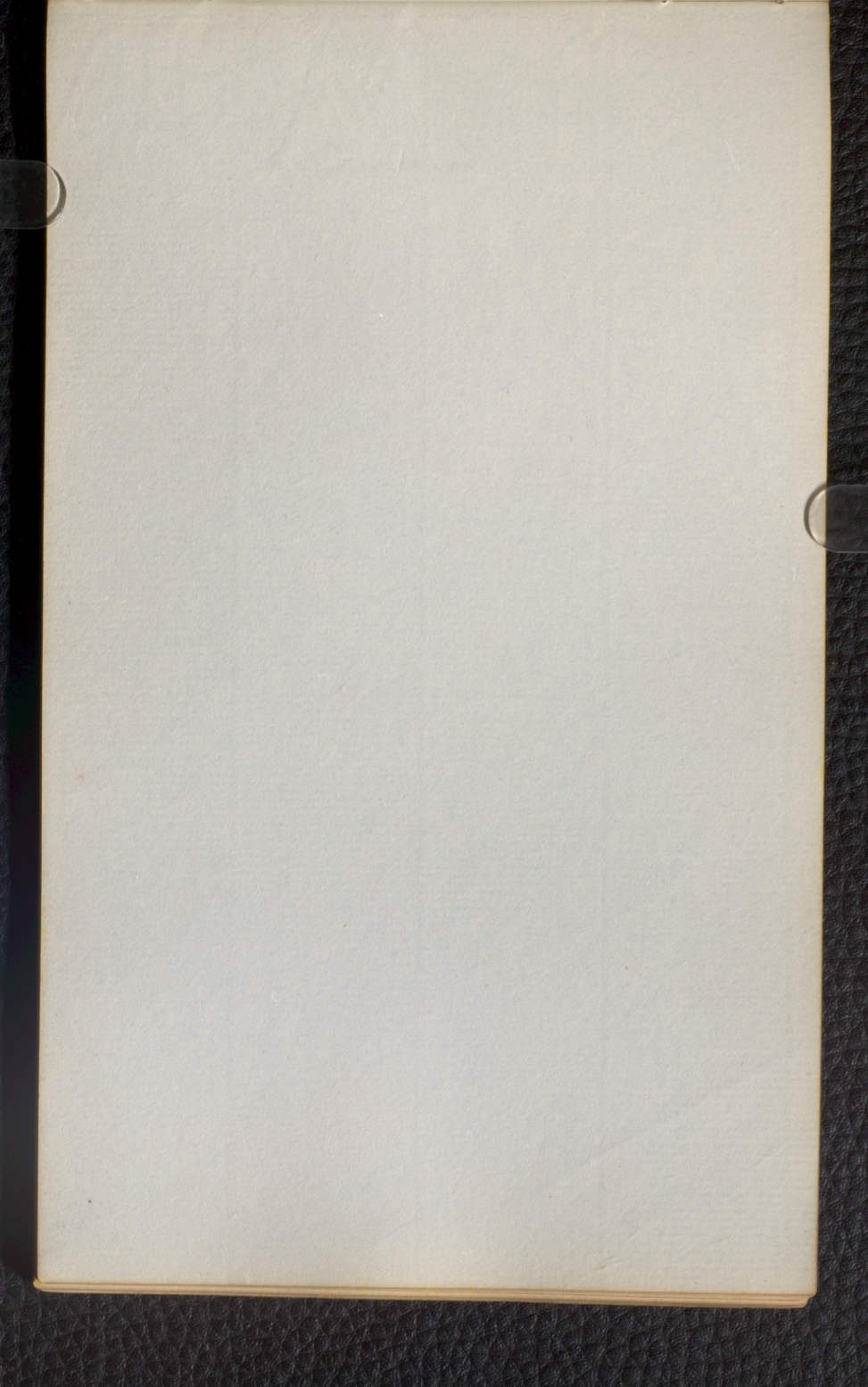








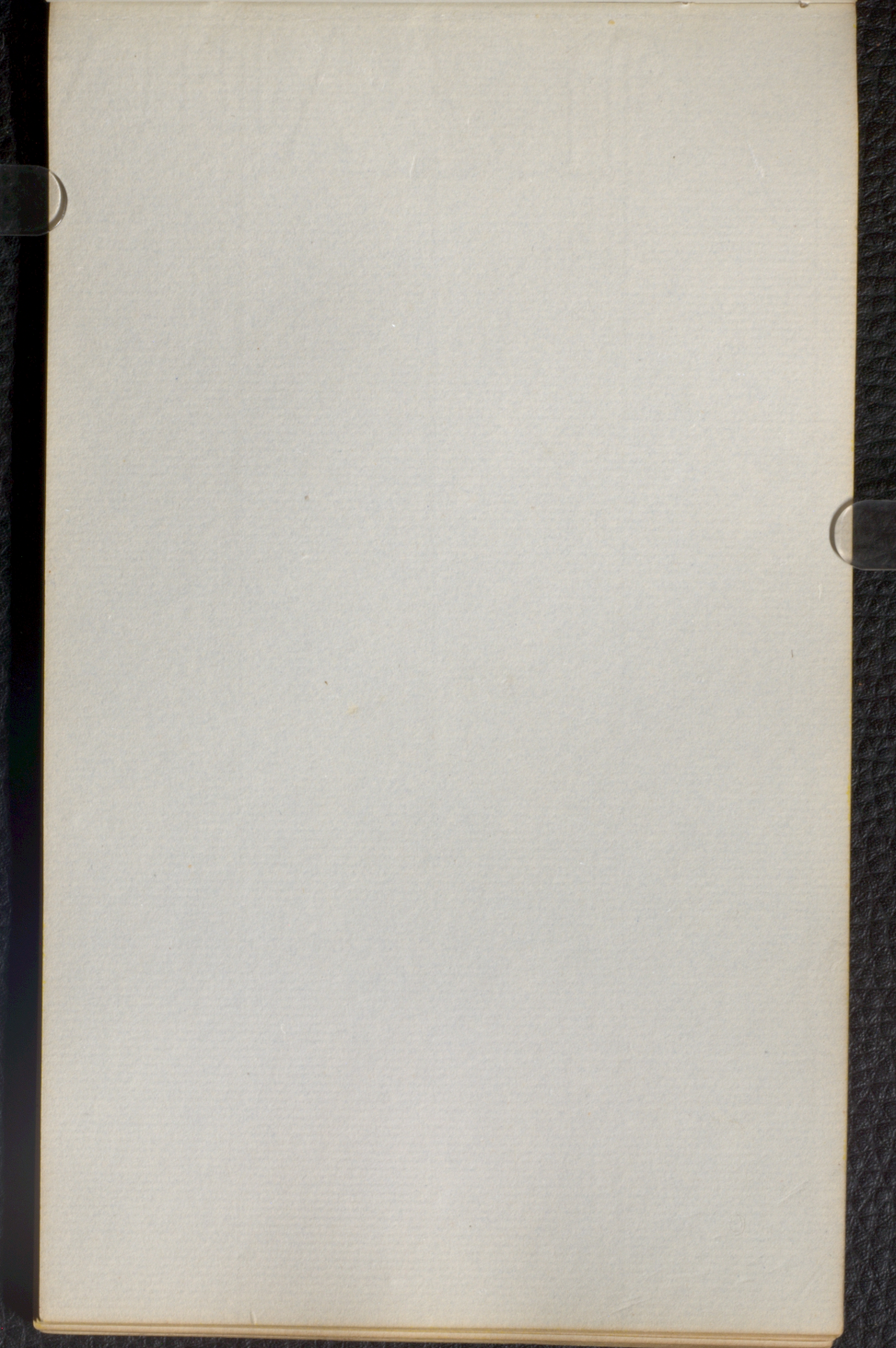








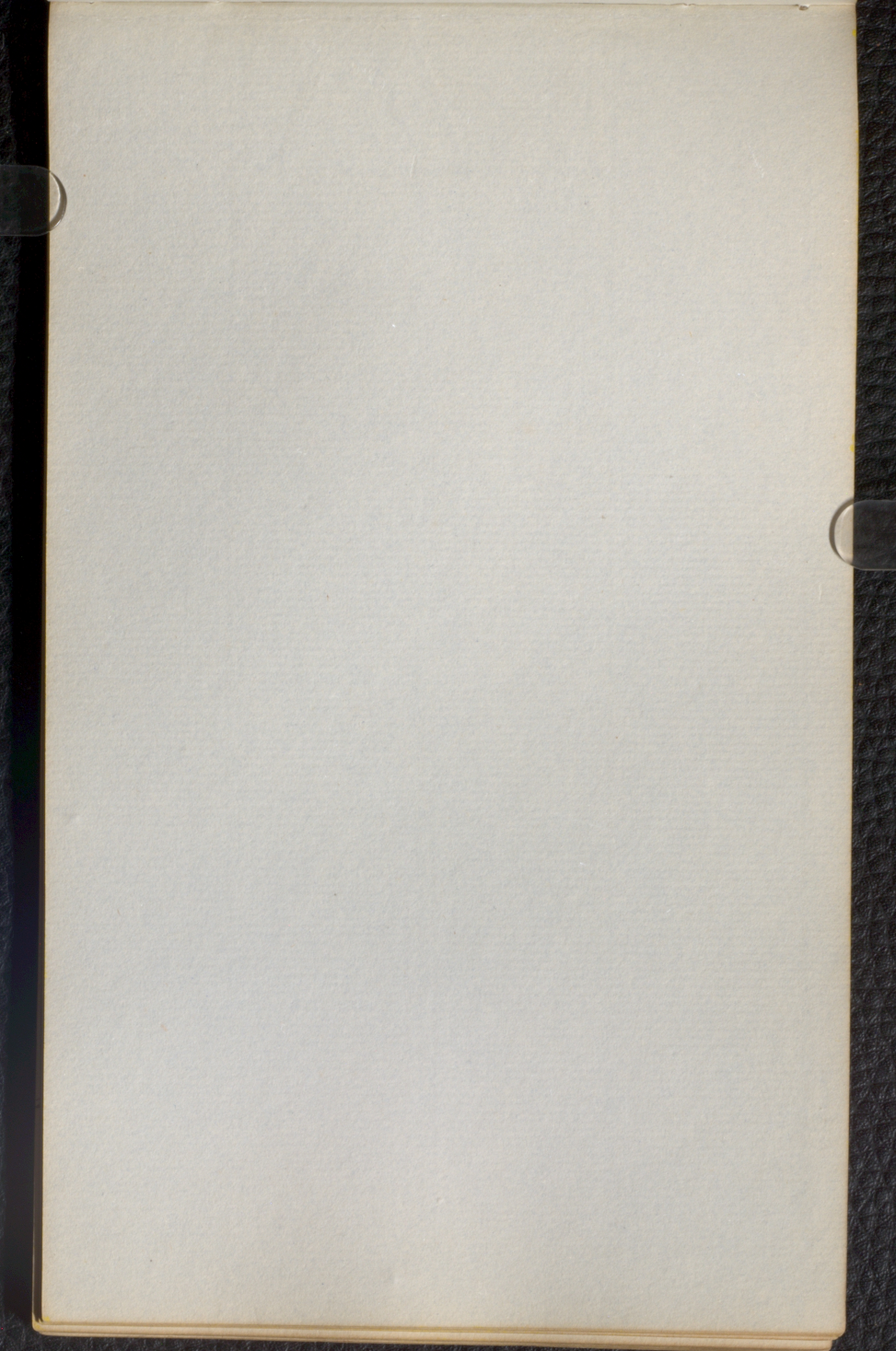








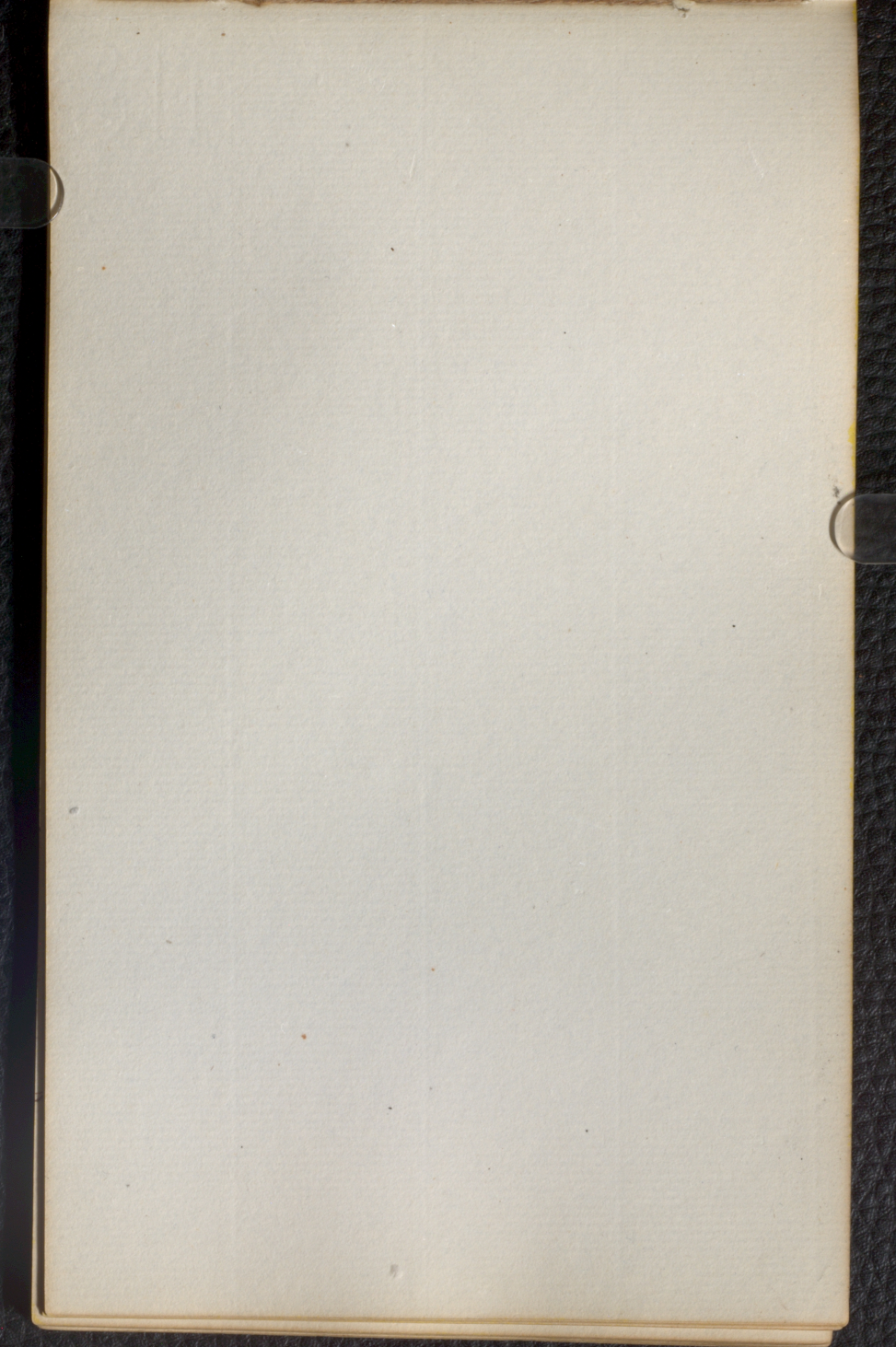








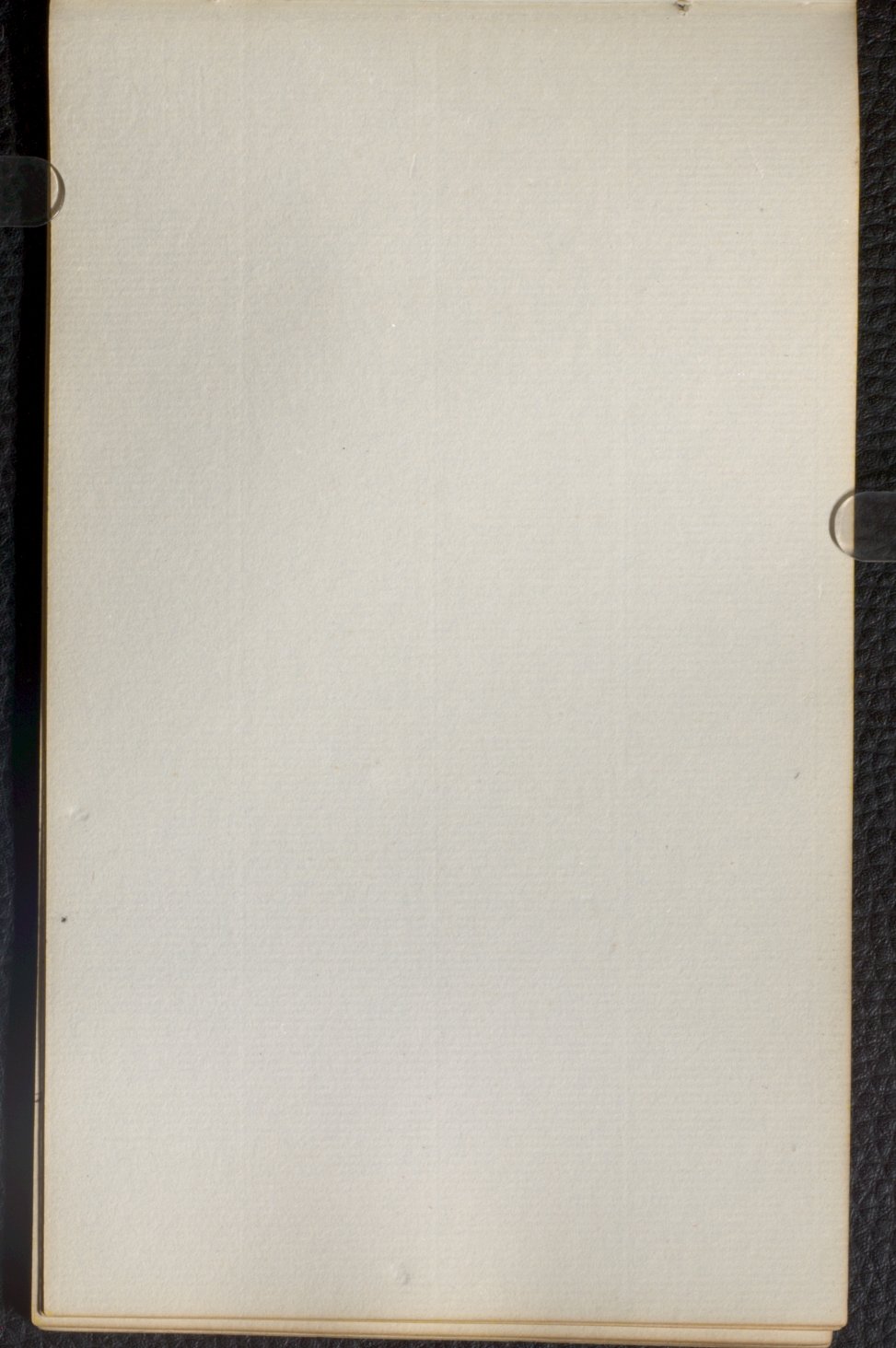








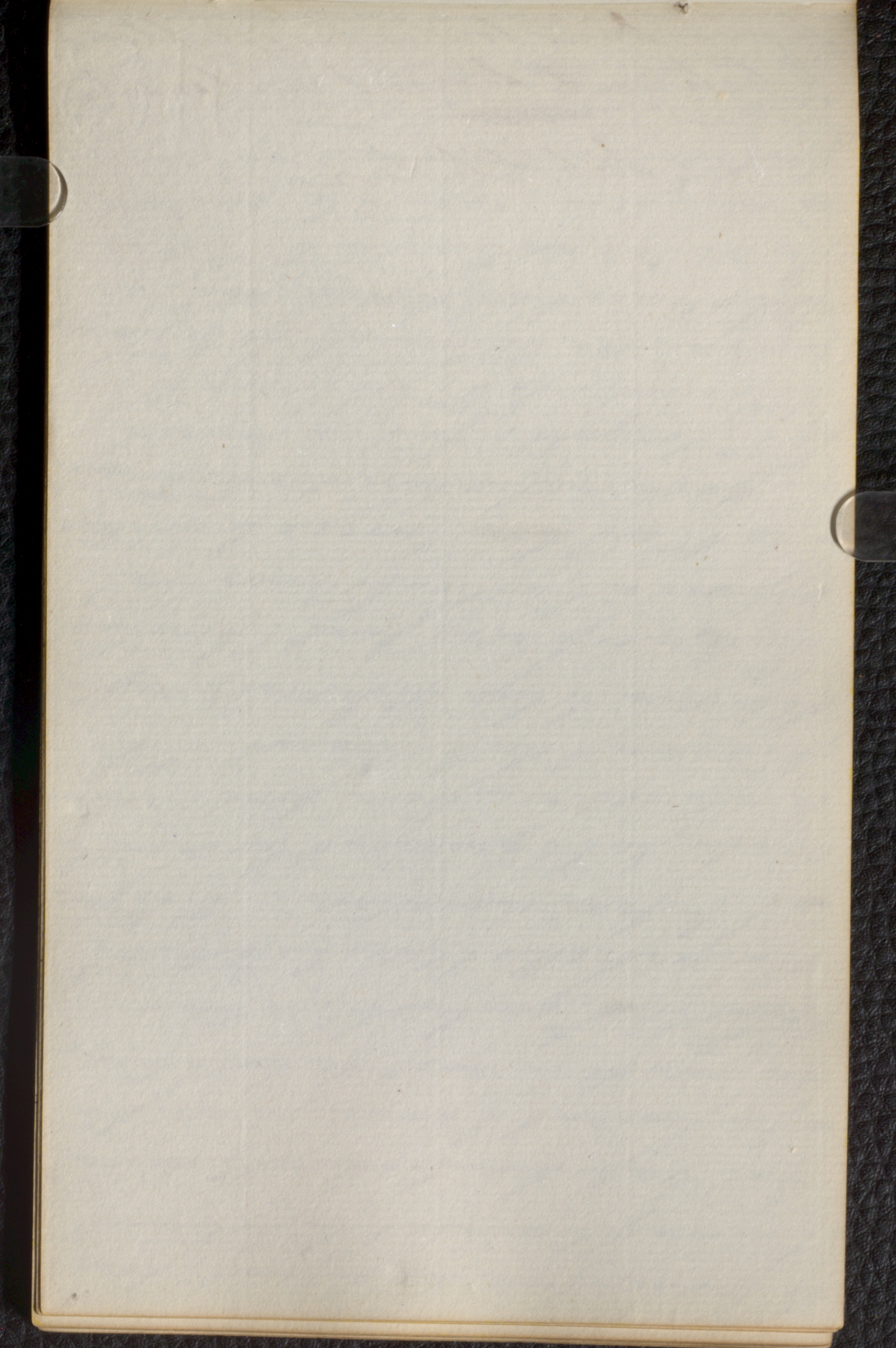














Supra - Dans toutes ces exceptions  
le testament devient nul en entier.

Substitutions.



de la succession du défunt, pour  
l'accomplissement du testament.

Quel temps dure-t-elle cette saisine?

- Jus pendant l'année, à compter  
du jour de la mort du testateur.

Les lois de quelle obligation  
chargent-elles l'exécuteur testamentaire?

- 1. De faire inventaire. 2. De faire

rendre publiquement les meubles  
si cela est nécessaire pour l'accom-

plissement du testament. 3. De

délivrer le legs. 4. De rendre compte.  
Quelles exceptions peut l'héritier  
opposer à l'action testamentaire?

- La 1.<sup>re</sup> est ~~donc~~ lorsque le testateur  
a effacé ou déchiré son testament.

La 2.<sup>re</sup> lorsqu'il a fait un second  
testament. La 3.<sup>re</sup> est lorsqu'il a

révoqué son testament. La 4.<sup>me</sup> lorsque  
le testament est devenu nul par

la condamnation du testateur  
à une peine capitale qui l'a  
fait tomber dans la mort civile.

La 5.<sup>me</sup> lorsque le testament a été  
annulé par la sentence des



Qu'est ce que legs?

- Le legs en général est une espèce de donation faite par testament, dont le bénéficiaire doit être pris de la main de l'héritier.

Qu'est ce que legs universel?

- C'est celui qui est fait de la totalité ou d'une portion par quotité des biens du défunt.

Qui est qu'on regarde comme légitaires universels?

- Ceux qui le sont d'une espèce de biens, ou entier, ou par quotité.

L'action testamentaire, contre qui est-elle dirigée?

- Contre les héritiers. Si les héritiers renouvoient à la succession, alors les légataires doivent intenter l'action pour le saisissement de leurs legs contre le curateur nommé à la succession vacante.

Si le testateur avoit nommé un exécuteur testamentaire, ce seroit contre lui qu'il faudroit que les légataires agissent; en effet, la loi recorde à l'exécuteur testamentaire la saisine de tous les biens mobiliers



Mariage. Les légataires sont ceux qui doivent immédiatement leur existence à la loi.

- Les p. légataires se divisent-ils ?

- Ils sont de deux sortes, les propres d'échange & les propres de subrogation. L'héritage pris en échange prend la nature de celui qui a été donné en contre-échange, & devient propre si l'autre étoit propre; c'est ce qu'on appelle propres d'échange.

Les p. de subrogation consistent dans les deniers provenant de l'aliénation des immeubles des mineurs, ou du rachat de leurs rentes.

Peut l'héritier présomptif qui renonce à la succession retenir les quatre quints des propres qui lui ont été légués par le défunt ?

- Non - car la loi ne réserve les quatre quints aux parens de la ligne qu'à titre de succession & en qualité d'héritiers.



d'une cause nécessaire & inhérente  
au titre primordial de l'aliénation  
qu'il en avoit faite - Les p. de partage  
sont les immeubles de la succession  
d'un défunt échus à l'un des  
cohéritiers au-delà de sa part  
héritaire, par le partage ou la  
licitation faite avec ses cohéritiers.  
Les p. de représentation sont les  
immeubles dont le défunt est  
devenu propriétaire en vertu  
de l'action, pour les demander, qui  
lui étoit échue de la succession  
d'un de ses parents. Les p. d'acquisition  
sont les immeubles unis et  
consolidés à un propre, comme  
le bâtiment construit sur un  
terrain propre.

Qu'est ce que les propres conven-  
tionnels & les propres légaux?

— Les conventionnels sont ceux qui  
sont formés par la convention  
des parties avec l'approbation  
de la loi, tels sont les deniers  
stipulés propres par contrat de



au' est ce que les propres immédiats  
des propres médiats ?

— Les immédiats sont tous les héritages qui nous sont échus immédiatement & directement, à titre de succession — Les médiats sont ceux qui sont échus en vertu d'un titre réductible à celui de succession.

Les propres médiats. se divisent-ils ?

— Oui. en cinq espèces. les propres d'anticipation, les propres de réversion, les propres de partage, les propres de représentation, & les propres d'union ou d'accapion.

Expliquez les.

— Les ps. d'anticipation sont les immeubles donnés par les pères & mères & autres ascendants à leurs descendants; ils sont toujours censés l'être en avancement de succession.

Les ps. de réversion sont les propres qu'une personne a voit aliénés & dans lesquels il est rentré en vertu



À quelles personnes compete-elle l'action testamentaire?

— Elle compete à ceux à qui le testateur a légué par son testament, pourvu qu'ils ne soient pas incapables de recevoir des legs.

Les tuteurs et les curateurs, sont-ils capables de recevoir aucun libéralité de leurs mineurs?

— Non. Cette incapacité dure même après la minorité, jusqu'à ce qu'ils aient rendu compte & même payé le reliquat, & remis les pièces justificatives.

Quels biens permet-elle la loi de disposer par testament?

— De tous ses meubles & acquits indéfiniment; mais elle ne permet de disposer que de la cinquième partie de ses propres.

Comment distingue-t-on les propres?

— En propres réels & propres fictifs; les propres réels se divisent en propres immédiats & propres médiats.

Les propres fictifs sont <sup>en deux</sup> de deux espèces, les conventionnels & les légaux.



~~Quels~~ Combien de formes de testaments il y'a-t-il en pays contermines?

- En deux - les testaments olographes & les testaments reçus par personnes publiques.

Comment se font les testaments olographes?

- Ils doivent être entièrement écrits & signés de la main de ceux qui les font, & ils doivent contenir la date des mois, jour & an où ils ont été faits, à peine de nullité.

Comment se font les testaments solennels?

- Les Notaires, ou l'un d'eux, doivent écrire les dernières volontés du testateur, telles qu'il les dictera, & lui en faire ensuite la lecture, de laquelle doit être fait mention expresse. Cela fait, le testament doit être signé du testateur, des deux Notaires, ou d'un Notaire & de deux témoins. (mâles, âgés au moins de 20 ans) -



le testament de son père, ou fait  
quelqu'autre acte qui emporte  
la renonciation au droit de  
légitime - La 4<sup>me</sup> Si l'enfant a  
reçu des dons entre-vifs de la  
libéralité de son père -

## Testaments.

Qu'est ce que le testament?

- C'est une déclaration régulière  
faite par écrit de notre volonté,  
sur ceux à qui nous désirons que  
nos biens passent après notre mort.

De quoi faut-il pour que le  
testament puisse former un titre  
légitime?

- Il faut 1<sup>o</sup> Que le testateur ait  
eu la capacité de tester - 2<sup>o</sup> Qu'il  
ait disposé suivant les règles  
<sup>et les formalités</sup> établies par la loi.

La coutume de Paris - à quelle èpe  
permet-elle de disposer de nos biens  
par testament?

- Des meubles & acquits à 20 ans,  
et des propres à 25 ans.



masse, suivant leur valeur au  
tems du décès du pere, & déduire  
sur le prix total de la masse, les  
dettes de la succession & les frais  
funéraires. La moitié de la part  
virile de l'enfant dans ce qui  
reste est la légitime.

Il y'a-t-il aucune espèce de  
donations qui soient exemptes de  
la charge de la légitime?

- Non. quelques favorables qu'elles  
puissent être.

La dot. est-elle exemptée de la  
charge de la légitime?

Non. quoiqu'elle soit donnée  
aux maris à titre onéreux, pour  
soutenir les charges du ménage.

Il y'a-t-il des exceptions qu'on  
peut opposer à l'action de légitime?

Oui. il y a plusieurs. La première  
si l'enfant se trouve incapable  
de succéder, ou qu'il ait été  
justement exherédé. La 2.<sup>de</sup> Si l'a  
renoncé à la succession de son  
pere. La 3.<sup>me</sup> Si l'enfant a approuvé



Peuvent les parents mères à leur tour être exherédés par leurs enfans?

— Oui. pour les 8 causes déterminées par la Novelle 115.

Qu'est l'effet de cette exherédation dans les pays coutumiers?

— De les priver de la surprise des meubles & acquêts, & de la réversion des choses par eux données à leurs enfans & des autres réserves coutumières.

Qu'est ce qui s'appelle l'action par laquelle l'enfant exherédé se pourvoit contre l'exherédation, & revendique la surprise paternelle?

— L'action d'insuffisance.

Légitime.

Comment fixons-nous la légitime?

— Il faut former une masse, tant des biens qui se trouvent dans la succession du père, que de ceux dont il avait disposé entre vifs; les estimer dans cette



— En g n ral on peut dire qu'elle l'admet autant qu'elles font voir que les enfans se sont rendus indignes de la succession de leur p re, soit par l'infamie de leur conduite, soit qu'ils aient manqu  aux devoirs essentiels qu'ils devoient   leur p re, en le blessant indigne-  
ment dans sa personne, son honneur et ses biens.

Comment peuvent  tre faites les exher dations?

— Par testament. ou par un acte entre-vifs.

Le fils d'her dit  a-t-il droit de pr tendre des alimens sur la succession?

— Non.

Comment r voquons-nous les exher dations?

— Par toutes sortes d'actes d'une volont  contraire, & par toutes les marques d'o  l'on peut inf rer une r conciliation parfaite du fils avec son p re.



par la loi à leurs enfans, qui en  
sont saisis comme héritiers; c'est  
ce qu'on appelle la légitime

Peuvent les pères & mères priver  
leurs enfans de leur légitime?

— Ils ne peuvent pas, que par  
une exherédation expresse et  
formelle.

Quelle est l'effet de cette  
exherédation?

— Elle exclut les enfans de tout  
droit à la succession paternelle,  
& empêche qu'ils n'en soient  
saisis par la loi.

Pour combien de causes peut  
l'exherédation être faite

— La Novelle 115, adoptée dans  
notre droit a fixées la nombre à 14.  
et la suppression de nos Ordonnances  
en a ajoutée une quinzième si  
les enfans se sont mariés sans le  
consentement de leurs pères & mères.

Notre Jurisprudence admet-elle  
ces 14 causes fixées par la Nov. 115. ?



S'il se presentoit quelque parent  
majeur, qui voudroit se porter heritier  
pur & simple à la place de l'heritier  
beneficiaire, seroit-il prefere?

- Oui. Encore qu'il fust posterieur en  
degre à l'heritier beneficiaire, mais  
la Coutume de Paris n'admettent pas  
cette preference qu'en ligne  
collaterale & non en ligne directe.

En quel temps faut-il que l'  
inventaire soit fait?

- En 3 Mois depuis la mort du defunt  
et il a 40 jours apres pour deliberer  
s'il y accepte ou s'il y renonce.

Peut-on etre heritier & legataire au  
même temps?

- Non. le 300 Art. de la Coutume de Paris  
dit qu'aucun ne peut etre heritier &  
legataire d'un defunt ensemble.

Quelle quantite de leurs biens  
peuvent les peres & meres ou autres  
ascendans disposer à titre gratuit?

Ils ne peuvent disposer à titre  
gratuit que de la moitié de leurs  
biens, l'autre moitié est affectee



Qu'est ce que les propres de côté et ligne. Les propres sans ligne ?

— Les Propres de côté & ligne sont ceux qui sont affectés aux parents d'un seul côté ou d'une seule ligne.

Les Propres sans ligne sont les propres mais sans qui me sont échus par la succession d'un parent, dont la parenté procèdeoit tant du côté de mon père, que de ma mère.

Comment s'acquiert la succession par ceux à qui la loi l'a déferée ?

Par l'acceptation.

Comment s'accepte une succession ?

— Ou expressément ou tacitement ;  
Expressément, lorsque par quelque acte on déclare qu'on l'accepte, & qu'on prend la qualité d'héritier ;  
Tacitement, quand on fait acte d'héritier.  
Quels effets a-t-elle, l'acceptation de la succession ?

Elle fait passer en la personne de l'héritier tous les droits et toutes les charges du défunt. Cet effet est même rétroactif au temps de la mort du défunt.



S'ils avoient encore été vivans.

Comment succèdent les neveux & nièces de différentes branches lorsque le défunt n'a laissé ni frères ni sœurs capables de succéder?

— Ils succèdent de leur chef & partageant par têtes, car ils viennent alors jure suo, étant tous également proches.

(Voyez l'arr. Dr. p. 81. "De l'exclusion des femmes dans la succession des Frères.")

Comment distingue-t-on les propres?

— En propres naissans et propres anciens, en propres de côté & ligne et propres sans ligne.

Qu'est-ce que les propres naissans et les propres anciens?

— Les propres naissans sont les immeubles qui étoient acquêts en la personne de celui auquel j'ai succédé, & qui par cette succession deviennent propres en ma personne. Les propres anciens sont les héritages qui avoient déjà la qualité de propres dans la personne de celui à qui j'ai succédé.



Quelle est la règle générale de la succession des collatéraux ?

- Dans cette succession la règle générale est que le parent le plus proche en degré exclut celui qui est le plus éloigné; s'ils sont également proches ils concourent & partagent la succession par têtes. Si quel qu'un d'eux renonceoit, sa part accroîtroit également à tous ses cohéritiers.

- Il y a-t-il des exceptions à cette règle que les plus proches succèdent ?

- Oui. il y a quatre exceptions.

1°. Dans le cas de la représentation.

2°. Dans celui du double lien.

3°. Dans la succession des frères.

4°. Dans celle des propres.

La représentation dans la ligne collatérale, en faveur de qui est-elle admise ?

- On en fait pour des neveux & nièces du défunt, qui représentent leur père et leur mère, à l'effet de concourir avec leurs oncles ou tantes à la succession du défunt, & d'y prendre tous ensemble ce qu'il y auroit eu leur père ou leur mère, frère ou sœur du défunt.



même ces enfans renonceroient à la succession pour se tenir à leur don.

Dans la succession des ascendans qui est-~~ce~~ qui succède aux meutres et acquêts?

— Les peres et meres — excluant tous les collatéraux, même les freres & sœurs germains.

Qui est qui succède au propres?

— Les ascendans — par preference à tous les autres aux héritages parens donnés au descendant de la succession auquel il s'agit.

De quoi donc veut dire la règle commune du droit coutumier que les propres ne remontent point?

— Elle ne veut dire autre chose sinon que les propres ne remontent ne peuvent passer d'une ligne à une autre, de la ligne paternelle à la ligne maternelle.

(Vide Jurisp. François. Tom. 1. p 764)



à ses ascendans, au difant  
d'ascendans à ses parens collatéraux.  
Comment succèdent-ils les enfans  
du premier degré?

— Par tête.

Et les enfans des degrés suivans?

— Par souche, ou représentation.

Le droit d'aînesse a-t-il lieu dans  
la coutume de Paris?

— Seulement sur les fiefs.

En quoi consiste-il ce droit?

— 1<sup>o</sup>. En ce que l'aîné a droit de  
prendre seul par préciput un  
manoir féodal en ville ou en  
campagne, & le vol de chapon  
autour de ce manoir estimé à  
un arpent de terre. L'aîné a  
encore le droit d'avoir les deux  
tiers des biens féodaux lorsqu'il  
n'y a que deux enfans, & la moitié  
lorsqu'il y en a davantage.

Le droit d'aînesse a-t-il lieu  
sur d'autres biens que ceux qui  
se trouvent dans la succession  
du père ou de la mère?

— Oui sur ceux qu'ils ont donné  
entre vifs à leurs autres enfans, quand



Qu'est ce que la succession?

C'est la transmission que fait la loi des biens, des droits & des charges de ceux qui meurent, en la personne de ceux qu'elle choisit pour entrer en leur place.

Quand est que la loi défère la succession?

- Au moment qu'elle est ouverte.

~~Quand est que la succession est ouverte?~~

- 1. Par sa mort naturelle. 2.° lors qu'elle tombe dans un état qui la rend incapable de posséder des biens, & fait qu'ils demeurent vacans.

À qui sont dévolus les biens que les aubains ou étrangers qui ne sont ni naturalisés, ni privilégiés?

- Au Roi; - leurs enfans seuls, quand ils sont régnicoles, leur succèdent.

La succession d'un défunt, à qui défère elle la loi?

- À ses enfans & descendans en ligne directe, au défaut d'enfans



## Petitio hereditatis.

Qu'est-ce que la pétition ou demande d'hérédité?

— C'est l'action par laquelle l'héritier demande les biens d'une personne à celui qui les possède induement en qualité d'héritier ou de successeur universel.

~~Quand est que la loi défère la succession?~~

~~À quel moment~~

À quelles personnes appartient-elle cette action?

— Elle ne compete qu'à celui qui est héritier.

Qui est l'héritier?

Celui qui succède à tous les droits du défunt; s'il y succède en vertu de l'ordre établi par la loi, c'est l'héritier légitime; s'il y succède en vertu de la disposition & de la volonté du défunt, c'est l'héritier testamentaire: mais en pays coutumier on ne reconnoît point d'autres héritiers que les héritiers légitimes.



quelles actions naissent de l'ordre  
des successions légitimes.

- 1. La demande que fait l'héritier  
légitime d'une hérédité ou succession  
contre celui qui s'en est mis indue-  
ment en possession comme héritier; ou  
l'appelle dans le droit Romain  
petitio hereditatis.

2. La demande que fait de la  
succession de ses père & mère l'enfant  
qui en a été exclus par une exher-  
édiction injuste, querela inofficiosa.

3. L'action en demande de la légitime  
due à un enfant, sur les biens dont  
son père a disposé par donation  
entre-vifs ou testamentaire.

quelles actions naissent de  
l'ordre des testaments.

- 1. L'action des légataires, par  
laquelle ils demandent à l'héritier  
les biens de la succession que le  
défunt leur a légués.

2. L'action des substitués contre  
l'héritier ou légataire grevé de  
substitution, lorsqu'elle est ouverte  
à leur profit.



- La donation, la vente, l'échange,  
le partage, la société, le bail à  
rent, le douaire & la transaction.

Par quel manières acquiert-on  
la propriété par la loi civile?

- En deux manières - à titre  
singulier et à titre ~~unijuridical~~. A  
titre singulier par la prescription  
& par le retrait lignager; à titre  
universel par l'effet du mariage,  
qui rend dotaux tous les biens de  
la femme; par la communauté de  
biens entre les conjoints; par le  
douaire; par la garde; par les  
droits d'épave, d'aubain, de  
deshérence, de bâtardise, & de  
confiscation; enfin par l'ordre  
des successions, soit légitimes, soit  
testamentaires.

Sur quel point les plus importantes  
de toutes ces manières d'acquies?

De les actions qui naissent de ces  
différentes manières d'acquies,  
quelles sont les plus importantes?

- Celle qui produit l'ordre des suc-  
cessions & des testaments.



de l'objet que l'action petitoire?

— C'est celle par laquelle on réclame  
à la propriété d'un fonds, ou un  
droit réel sur un héritage en pos-  
sion le possesseur pour avoir la  
possession de l'immeuble qui lui  
appartient, ou la jouissance des  
droits dont l'héritage est chargé  
envers lui.

Couviens d'espèces d'actions  
petitoires y-a-t'il?

Deux - la revendication, & l'action  
personnelle réelle. La revendication  
est celle par laquelle on soutient  
qu'on est propriétaire d'une chose.  
L'action personnelle réelle, est celle  
par laquelle en reconnoissant  
qu'un autre est possesseur tout  
ensemble & propriétaire de la chose,  
on soutient en même tems que sa  
propriété doit cesser par l'effet de  
notre droit.

Quelles sont les titres différens  
d'alienation?



2  
Qu'est-ce que les actions possessoires?

- Ce sont celles qui sont données aux possesseurs pour se conserver dans leur possession quand ils y sont troublés, ou pour la recouvrer quand ils en ont été dépossédés.

Comment se divisent elles?

- En la complainte et la réintégration.  
La complainte est celle où l'on demande à être maintenu dans sa possession.  
La réintégration celle où l'on demande à y être rétabli.

Quelles conditions sont nécessaires pour pouvoir intenter la complainte?

- Quatre conditions - la première, qu'on ait possédé pendant l'année <sup>précédente</sup> complète, à compter en rétrogradant du jour de la demande. 2.<sup>o</sup> Que la possession ait été publique. 3.<sup>o</sup> Sans violence. 4.<sup>o</sup> Faite en qualité de propriétaire, ou non à titre de précaire ou de possesseur précaire.

Pour quelles choses accorde-t-elles la loi la complainte?

- En pour les héritages & les droits réels, & pour une universalité de meubles.



Quels biens sont Acquêts?

— ~~Ceux~~ qui les immeubles qui sont acquis à titre onéreux et lucratif, ou par donation en ligne collatérale.

Comment s'apprécient les biens par rapport à leur mouvance?

— En biens allodiaux et tributaires. Les allodiaux sont ceux qui ne relèvent d'aucun seigneur direct. Les tributaires ceux qui en relèvent.

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Combien d'espèces de droits puissions nous poursuivre par les actions réelles?

— Quatre sortes: la possession, la propriété, l'hypothèque et les droits réels ou servitudes.

— De ces quatre sortes de droit dans les choses - combien d'espèces d'actions réelles naissent-ils?

— Quatre. l'action possessoire, l'action pétitoire, l'action hypothécaire, et les actions penales réelles.



maison - une tapisserie.

- Et par les Incorporelles?

- Elles qui consistent dans un droit, comme les obligations, les ventes, les offices, les justices.

Qu'entendez vous par les Justices.

- Les Justices sont le droit de faire administrer la Justice aux habitants d'un certain territoire sous l'autorité du Souverain. La haute Justice est le droit de connoître des causes criminelles & de punir les mal-fauteurs. La Moyenne Justice est le droit de connoître de toutes les causes civiles. La Basse Justice est le droit de connoître des causes jusqu'à trois liures.

Comment se divisent les choses considérées suivant leur origine?

- En propres et acquêts.

Qu'entendez vous par propres?

- ~~Les biens~~ ~~qui nous sont~~  
des immeubles qui nous sont échus par succession en ligne directe ou collatérale ou par donation en ligne directe.



les chaires des Professeurs. le  
nombre de trois tutelles.

Qu'est ce qu'un Curateur?

C'est celui qui est commis pour  
autoriser le mineur émancipé  
dans les actes qui tendent à  
l'aliénation de ses immeubles &  
dans les procès qu'il peut avoir  
à soutenir en justice.

Comment se divisent les choses  
considérées suivant leur nature?

— Elles se divisent en meubles &  
immeubles. en choses corporelles,  
& incorporelles.

Qu'est ce qu'Immeuble?

— C'est ce qui ne peut être trans-  
porté d'un lieu en son autre.  
comme les fonds de terre, Maisons, &c.

Qu'est ce qu'Meuble?

— Meuble est tout ce qui peut  
être transporté d'un lieu en un  
autre, & n'est point adhérent au fond.

Qu'entendez vous par choses corporelles?

— Toutes celles qui sont sensibles  
& qu'on peut toucher comme les



# Les Principes de la Jurispru- dence Française.

Combien de puissances sur les  
personnes libres reconnoissons nous  
dans notre Jurisprudence?

- Trois. la puissance paternelle,  
la puissance des tuteurs & curateurs,  
et la puissance maritale.

Qu'est-ce que Tutelle?

- C'est l'autorité que les loix  
donnent aux tuteurs pour gouverner  
la personne & les biens d'un mineur.

Combien d'espèces de tutelles y a-t-il?

- Deux - la légitime & la dative. mais  
<sup>par</sup> le droit commun & général de la  
France toutes les tutelles sont  
datives.

Qu'est-ce que la tutelle dative?

- C'est celle qui est déferée par  
le Magistrat, sur l'avis & l'élection  
faite par les parens du mineur.

Quels sont les excuses légitimes qui  
en exemptent d'être nommé Tuteur?

- L'age de 70 ans. le nombre de cinq  
enfants vivans. l'état Ecclésiastique



How many kinds of q. juramentum judiciale  
are there?

Two - that <sup>1</sup>st q. judge defers for q. decision  
of q. cause (generally called juramentum  
judiciale - & sometimes q. supplementary oath -  
juramentum supplementarium) and that which  
q. judge defers in order to fix & determine  
q. amount of q. condemnation that he ought  
to pronounce <sup>2</sup>nd is called juramentum in litem.

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How many principal kinds of oaths are there?  
in civil suits?

- Three. The oath to one of y<sup>r</sup>. parties defers  
or refers back to y<sup>r</sup>. other for y<sup>r</sup>. decision of y<sup>r</sup>.  
cause & is therefore called y<sup>r</sup>. decisory oath.  
the oath to be taken by a party who is to be  
interrogated upon facts & articles - & y<sup>r</sup>.  
oath which y<sup>r</sup>. judge of his own motion defers  
to one of y<sup>r</sup>. parties. this is called juramentum  
judiciale.

In what cases may y<sup>r</sup>. decisory oath be  
deferred?

- In any kind of civil contest whatever,  
in questions of possession, or of claim; in personal  
actions & in real.

- When may one party defer y<sup>r</sup>. oath to y<sup>r</sup>. other?

- Whenever he conceives that he has not a  
sufficient proof of his defence.

When may y<sup>r</sup>. decisory oath be demanded?

- Either before or after y<sup>r</sup>. contestation of y<sup>r</sup>.  
cause, upon an appeal as well as in y<sup>r</sup>.  
original suit.

For what purpose does a party cause his  
adversary to be interrogated upon facts & articles?

- Merely with a view of deducing some proofs  
or presumptions from y<sup>r</sup>. admissions which y<sup>r</sup>. party  
interrogated may make, or y<sup>r</sup>. contradictions  
which he may fall into.



How many kinds of proofs are there?

- Two - verbal & written

What are authentic acts?

- Those which are received by a public officer, such as a notary or register (~~griffier~~) with the requisite solemnities.

When is a copy en forme common only reputed to be ancient?

- When it is 30 or 40 years old.

What is perol or testimonial proof?

- That which is made by y. depositions of witnesses.

What is requisite to render a deposition valid?

- 1<sup>st</sup> That it is not defective in point of form.

2<sup>d</sup> There must not be any exception against y. person or y. witness.

3<sup>d</sup> The deposition should not contain anything to induce a suspicion of its sincerity.

What are y. principal causes of exception against a witness?

- Want of reason - want of good fame - Suspicion of partiality - Suspicion of subornation.

What are y. cases in which definitive judgments have y. authority of res judicata?

- Three - Those judgments which are given in y. last resort or not appealed from - those against which an appeal is not admissible - those y. appeal from which is declared to be extinct.



What is yr. Presct. agt. yr. demands  
of day labourers?

- 40 days -

When do yr. Presers. of 6 months & a year  
not take place?

- 1<sup>st</sup> When yr claim is established by any act in writing. 2<sup>nd</sup> ~~When~~ <sup>if</sup> ~~it~~ <sup>has</sup> been interrupted by a judicial demand.

2<sup>d</sup> When goods have been supplied by one tradesman to another for y<sup>e</sup> purpose of his business, t<sup>y</sup> parties have running accounts in their books. 4<sup>th</sup> These pres<sup>ts</sup> do not run ag<sup>t</sup> persons out of business.

Upon what are these Pres<sup>cs</sup> founded?

- Entirely on y<sup>r</sup>. presumption of payment  
but y<sup>e</sup> creditor is not so far barred as  
not to be entitled to defer y<sup>r</sup>. decision  
on oath to y<sup>e</sup> debtor as to whether y<sup>e</sup> sum  
demanded be really due or not - Since y<sup>e</sup> diff.  
*belongs y<sup>e</sup> annual & quarterly payments & it truly belongs to you.*

---

In case of Def. refuses to take up  
decisive oath. what is done?

The oath is referred back to y. ~~MS~~ & upon such oath he ought to obtain sentence of condemnation.

What is  $q$ : price  $q$ :  $q$ : demand of  
procurers for their fees

2 Years from graduation of their clients or revocation of their authority.



What is y. prescription with respect to  
hypothecations upon acts before notaries?

- 40 Years

What is y. presc. agt. debtor by judgment?

- 30 Years -

To what Presc. is y. mixed action  
(personelle réelle) for seigniorial rents &  
similar causes subject?

- 30 Years -

Against whom does y. prescription of  
Six Months run?

- According to y. 126: Art. of y. Custom of  
Paris "tradespeople, retailers, such as  
"bakers, pastry cooks, butchers &c. like  
"cannot maintain an action after six  
"months from y. first delivery."

Against whom does y. presc. of one  
year take place?

- 1.<sup>st</sup> Of common right against y. demands  
of tradesmen & artificers, included in y.  
126: Art. of y. Custom of Paris. 2.<sup>nd</sup> Against  
y. demands of schoolmasters & other instruc-  
tors of children 3.<sup>rd</sup> Against demands for  
y. fees of Physicians & Surgeons 4.<sup>th</sup> For board  
& provisions - 5.<sup>th</sup> For wages of servants



Upon what is this prescription founded?

- 1<sup>st</sup> Upon a presumption of a payment or release arising from length of time
- 2<sup>d</sup> It is also established as a punishment for negligence of y. creditor -

From what time does this presc<sup>t</sup>. begin to run?

- From y. time when y. creditor has a right to institute his demand. *Contra non valentem agere nulla currit prescriptio*.

Does Prescription run against Minors?

- No. although they have a tutor. *Quia tu*

What is y. time of Presc<sup>t</sup>. against y. Church?

- 40 Years. *& secular communities - 3*

What is y. effect of y. trentenary presc<sup>t</sup>.?

- That when it is accomplished y. debtor may by opposing it to y. claim of y. creditor, obtain a judgment declaring him to be discharged from y. demand.

Can y. creditor in this case defer to y.

de. What is y. prescription against hypothecation?

- ~~It~~ - By third persons may claim y. prescription

Ho of 10 years in the present & 20 years in the absent

- But y. debtor himself can only claim y. by

prescription of 30 years if y. hypothecation

a y. is a legal or tacit one - & 40 years if a  
conventional. (supposed before notaries)



What are y<sup>r</sup>. legal bars to ~~y<sup>r</sup>. maintenance~~  
or fin de non recevoir to y<sup>r</sup>. maintenance  
of a claim?

— Y<sup>r</sup>. first kind of fin de non recevoir  
is y<sup>r</sup>. authority of a legal adjudication  
when y<sup>r</sup>. debtor has been judicially  
discharged from y<sup>r</sup>. claim of his creditor.  
This is y<sup>r</sup>. bar <sup>to</sup> is called in law exceptio  
rei judicate. A second bar is y<sup>r</sup>.  
decisory oath of y<sup>r</sup>. debtor, who has sworn  
that he does not owe any thing. There  
results from this oath a bar called  
exceptio jurisjurandi.

A third fin de non recevoir is that which  
results from y<sup>r</sup>. lapse of y<sup>r</sup>. time to which  
y<sup>r</sup>. law has limited y<sup>r</sup>. action arising from  
y<sup>r</sup>. claim. This is called prescription.

What is y<sup>r</sup>. effect of fin de non recevoir?

— They do not extinguish y<sup>r</sup>. claim, but  
render it inefficacious by depriving y<sup>r</sup>.  
creditor of his actions to enforce it.

Within what time ought an action  
upon any claim to be instituted?

— Within 30 Years.



from his obligation; such discharge  
magis eximit personam debitoris ab  
obligatione, quam extinguit obligationem.

What is Compensation?

- The extinction of debts of <sup>to</sup> two persons  
are reciprocally debtors by <sup>of</sup> credits  
of <sup>to</sup> they are reciprocally creditors

What is necessary for a debt to be opposed  
in compensation.

1<sup>o</sup> 1<sup>st</sup> That <sup>of</sup> thing due be of <sup>of</sup> same kind  
as that <sup>to</sup> is <sup>of</sup> object of <sup>of</sup> debt, against  
<sup>to</sup> <sup>of</sup> compensation is opposed.

2<sup>o</sup> The debt opposed must be fully due.

3<sup>o</sup> It must be liquidated

4<sup>o</sup> The debt must be determinate

5<sup>o</sup> It must be due to <sup>of</sup> very person who  
opposes it as a compensation.

What is Confusion?

By Confusion is meant <sup>of</sup> concurrence  
of two qualities in <sup>of</sup> same subject to  
mutually destroy each other.

What are finis de non recevoir?

- Generally speaking they are all kinds of peremptory excep-  
tions - but in a more limited sense they are exceptions  
which tend to dismiss an action without denying <sup>of</sup> the  
right thereto.

What are finis de non provider?

- Declinatory exceptions by which <sup>of</sup> juris-diction of <sup>of</sup> Court  
is denied



The second is when another person becomes a debtor in my stead & is accepted by y<sup>e</sup> creditor. The third is when a debtor for y<sup>e</sup> purpose of being discharged from his original creditor by y<sup>e</sup> order of that creditor contracts some obligation in favor of a new creditor.

How is a novation made?

By a mere agreement.

What is a Delegation?

- A kind of novation by <sup>to</sup> y<sup>e</sup> original debtor in order to be liberated from his creditor gives him a third person, who becomes obliged in his stead to the creditor, or to y<sup>e</sup> person appointed by him.

How many parties <sup>must concur to make a valid</sup> ~~are necessary to a delegation~~?

- Three - The party delegating - the party delegated - and y<sup>e</sup> creditor.

How is y<sup>e</sup> release of a debt made?

- Either by an express agreement or by a tacit one resulting from facts that induce a presumption to that effect.

How many kinds of release are there?

Two - a real release & a personal discharge.

A real release is when y<sup>e</sup> creditor declares that he considers y<sup>e</sup> debt as acquitted.

A personal release is that by which y<sup>e</sup> creditor merely discharges y<sup>e</sup> debtor



makes no application, y<sup>e</sup> creditor to whom money is due for different causes may make y<sup>e</sup> application by y<sup>e</sup> acquittance which he gives. 3<sup>d</sup> When y<sup>e</sup> application has neither been made by y<sup>e</sup> debtor nor by y<sup>e</sup> creditor, it ought to be made to that debt which y<sup>e</sup> debtor at y<sup>e</sup> time had y<sup>e</sup> most interest to discharge. 4<sup>th</sup> If y<sup>e</sup> debts are of an equal nature, y<sup>e</sup> application should be made to that of y<sup>e</sup> longest standing.

5<sup>th</sup> If y<sup>e</sup> different debts are of y<sup>e</sup> same date & in other respects equal, y<sup>e</sup> application should be made proportionably to each. 6<sup>th</sup> In debts which are of a nature to produce interest, y<sup>e</sup> application is made to y<sup>e</sup> interest before y<sup>e</sup> principal -

### What is Consignation?

- A Deposit to a debtor makes of y<sup>e</sup> thing that he owes into y<sup>e</sup> hands of a third person under y<sup>e</sup> authority of a Court of justice.

What is y<sup>e</sup> effect of a consignation?

- If it is adjudged to be valid, the debtor is thereby absolutely discharged.

### What is a Novation?

- A substitution of a new debt for an old.

In how many ways may a Novation be made?

- Three. The first where a debtor contracts a new engagement with his creditor in consideration of being liberated from y<sup>e</sup> former







How is a debt extinguished?  
1<sup>st</sup> In all of different manners in to all other oblig<sup>ns</sup> are extinguished.

2<sup>d</sup> - by extinction of of principal oblig<sup>n</sup> making that of of accessory

3<sup>d</sup> The surety is discharged when of Creditor has disabled himself by his own act for ceding his actions against any of of principal debtors, to whom of surety had an interest to be subrogated.

4<sup>th</sup> When of Cr. has voluntarily rec<sup>d</sup> for of D. an Estate in payment of a sum of money to it due to him, of surety is discharged, although of Cr. is afterward evicted for of Estate.

Can of Cr. abandon his pursuits ag<sup>t</sup> of p. d<sup>r</sup> to sue of surety?

- He can - but of surety may in gen<sup>l</sup> oppose to him of exception of discussion -

a new engagement with his creditor in consideration of being liberated from of former



- The actio mandati contraria if  $\$$  engaged was made with  $\$$  knowledge & approbation of  $\$$  principal debtor. if made without his knowledge it is  $\$$  actio contraria negotiorum gestorum, which has it same effect

What is requisite that  $\$$  payment made by  $\$$  surety should entitle him to these actions?

- 1<sup>st</sup> That  $\$$  surety shall not by his own fault have neglected any fin de non recevoir which he might have opposed to  $\$$  creditor.

2<sup>d</sup> That  $\$$  payment shall have been valid & liberated  $\$$  principal debtor.

3<sup>d</sup> That  $\$$  principal debtor shall not have paid a second time through  $\$$  fault of his surety.

When may  $\$$  surety assign  $\$$  principal debtor requiring him to discharge his debt?

- As soon as  $\$$  surety is proceeded against by  $\$$  creditor. ( $\$$  d<sup>r</sup> is not liable to acquit  $\$$  surety from  $\$$  expenses incurred between  $\$$  first demand &  $\$$  acquittal.)

- ~~When~~ May  $\$$  surety before he has paid attach  $\$$  goods of  $\$$  principal debtor to answer  $\$$  engagement? must he have entered into for him?

- He may, when  $\$$  princ<sup>l</sup> debtor is in failing circumstances.

What is that person called <sup>in law</sup> by whose order I have lent money to another?

- Mandator presumitur credenda.

How is  $\$$  oblig<sup>n</sup> of a surety extinguished?



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|       |         |               |            |       |
|-------|---------|---------------|------------|-------|
| 39.   | 39. 1/2 | 1875          | 302 8 1/4  | 104   |
|       | 13 1/2  | 900           | 335. 8 1/4 |       |
|       | 671     |               | 16. 15. 9. |       |
|       | 39. 3   | 3170          | 2 1/2      | 3 1/2 |
| 22    | 342     | 6940          |            |       |
| 271   | 28. 6   | 1585          |            |       |
| 623   | 14. 3   | 79 25 1/4     |            |       |
| 42. 9 | 42. 3   | 666. 6        |            |       |
| 24    | 132 1/2 | 33 1/2        |            |       |
| 16    |         | 16. 15. 8 1/2 |            |       |
| 96    |         | 16. 4. 10     |            |       |
| 24    | 3170. 9 |               |            |       |
| 136   | 1611. 6 |               |            |       |
| 16    | 1559. 3 |               |            |       |

What is a pactum constitutum pecunie?

An Agreement by which a person promises a creditor to pay him.

(A promise to pay a subsisting debt, made in such a manner as not to extinguish the preceding debt.)

How are obligations extinguished?

By real payment. by consignation. by compensation or set off. by confusion. by novation or acceptance of a new engagement. by a release of the debt. or by extinction of the thing to which is due.

What is the effect of a payment?

To extinguish the obligation & every thing accessory to it, & to liberate all the debtors of it.

What are the rules for the application or imputation of payments?

1<sup>st</sup> The debtor has the power of declaring on account of what debt he intends to apply the sum which he pays.

2<sup>nd</sup> If the debtor at the time of paying



What sureties cannot oppose this  
exception?

- Sureties for y<sup>r</sup>. King's revenues. Judiciary  
sureties - Others who have begun their  
defence by malafide denying y<sup>r</sup>. truth  
of their engagement.

What species of exception is y<sup>r</sup>. exception  
of division?

It is in y<sup>r</sup>. nature of a peremptory exception  
as it tends to exclude y<sup>r</sup>. action of y<sup>r</sup>. creditor entirely against y<sup>r</sup>. person  
who opposes it for y<sup>r</sup>. parts of his co-sureties.  
When may division of y<sup>r</sup>. action be  
demanded?

- Any time before y<sup>r</sup>. sentence.

What is y<sup>r</sup>. effect of y<sup>r</sup>. exception of Division?

- That y<sup>r</sup>. judge will decree y<sup>r</sup>. division of y<sup>r</sup>.  
debt between y<sup>r</sup>. sureties who are so located  
thereby restrict y<sup>r</sup>. demand against y<sup>r</sup>. surety  
who opposed y<sup>r</sup>. division, to his part only.

What other benefit does y<sup>r</sup>. law allow to  
sureties beside y<sup>r</sup>. exceptions of discussion & division?

- When he pays he may require of y<sup>r</sup>. creditor  
to subrogate him to all his rights, actions, &  
hypotheses.

If y<sup>r</sup>. surety has requested to acquire this  
~~right~~ of subrogation. does he lose his right  
of action?

No - he has still in his own right an action  
against y<sup>r</sup>. principal debtor, to reimburse  
him what he has paid.

What is this action called?



in y<sup>e</sup> place where y<sup>e</sup> engagement is required to be given, in order that y<sup>e</sup> discussion may not be too difficult.

Can a person become surety to one who had only y<sup>e</sup> power of receiving y<sup>e</sup> debt?

- No. Such engag<sup>t</sup> would not be valid.

How is y<sup>e</sup> engag<sup>t</sup> as surety made?

- By a simple agreement either by an act before Notaries, or under private signature, or even verbally; but if y<sup>e</sup> object is more than 100 livres testimonial proof of a verbal agreement is not ~~admitted~~ admitted.

What sureties can oppose y<sup>e</sup> exception of discussion? <sup>Judiciary parties & those who by their engagement have renounced this exception cannot oppose it.</sup>

Conventional only.

~~At what~~ When ought this except<sup>n</sup> to be opposed?

- According to y<sup>e</sup> rule common to dilatory exceptions, it ought to be opposed before y<sup>e</sup> contestation of y<sup>e</sup> cause.

At whose risk is y<sup>e</sup> discussion made?

- At y<sup>e</sup> risk of y<sup>e</sup> surety who demands it.

What is y<sup>e</sup> exception of division?

- A right which y<sup>e</sup> surety has to demand that y<sup>e</sup> creditor shall be bound to divide & apportion his demand between him & his co-sureties.

(Discussion is an exception dilatoire.)

y<sup>e</sup> Judge cannot ex officio ordain ~~this~~ discussion.



way of penalty, to some other thing in case of y<sup>r</sup>. non-performance of such engagement.

What is y<sup>r</sup>. engagement of a Surety?

— It is a contract by <sup>to</sup> a person obliging himself on behalf of a debtor to a creditor for y<sup>r</sup>. payment of y<sup>r</sup>. whole or part of what is due from such debtor, & by way of accession to his obligation. The person who contracts such obligation is called a Surety (caution or fidejussor.)

How many kinds of Sureties are there in y<sup>r</sup>. French law?

— Three. conventional, legal & judicial. Conventional sureties are such as intervene by y<sup>r</sup>. agreement of y<sup>r</sup>. parties in y<sup>r</sup>. different contracts. Legal sureties are those which y<sup>r</sup>. law commands to be given. Judicial sureties are those which are ordered by y<sup>r</sup>. judge.

— Can a Minor contract a valid obligation as surety?

No. although emancipated.

What are y<sup>r</sup>. qualifications necessary for a surety to be receivable?

— He must not only have y<sup>r</sup>. quality of being able to oblige himself as such. ~~but~~ He must also be solvent & have sufficient property to answer y<sup>r</sup>. oblig<sup>n</sup>. to which he accedes. — He should have a domicile



cess when they are accomplished.

What are the effects of solidarity among creditors?

- 1<sup>st</sup> That each of the creditors may demand the whole. 2<sup>d</sup> The acknowledgment of the debt made to any one of the creditors interrupts the prescription as to the whole of the debt. 3<sup>d</sup> The payment made to any one of the creditors extinguishes the debt.

What are the effects of solidarity between several debtors?

- 1<sup>st</sup> That the creditor may recover from which of the debtors he pleases the whole that is due. 2<sup>d</sup> The judicial demand which is made against one of the debtors in solidum interrupts the course of prescription against all the others. 3<sup>d</sup> When the thing which is due has perished by the act or fault of one of the debtors in solidum, or after his being put en demeure, the debt is perpetuated, not only against that debtor, but against all the others. 4<sup>th</sup> The payment which is made by one of the debtors, liberates all the others. 5<sup>th</sup> The release of the creditor to one of the debtors would also liberate the others, if it appeared that the creditor intended thereby to extinguish the debt as to the whole.

What is a penal obligation?

- That it arises from a clause in an agreement by which a person, in order to assure the execution of a primary engagement, obliges himself, by



under which they are contracted, & which is not yet accomplished.

How are conditions upon which an obligation may be suspended, divided?

— Into positive & negative. A positive condition consists in y. case when a thing that may or may not happen, shall happen; as, if I marry. A negative cond<sup>n</sup> is that which consists in y. case where something that may or may not happen, shall not happen; as, if I do not marry. Conditions are also distinguished into potestative, casual & mixed.

A potestative cond<sup>n</sup> is that which is in y. power of y. person in whose favor y. obligation is contracted. A casual cond<sup>n</sup> is that which depends upon accident, & is no wise in y. power of y. creditor. A mixed cond<sup>n</sup> is that which depends upon y. concurrence of y. will of y. creditor, & of a third person.

What is necessary for a condition to have y. effect of suspending an oblig<sup>n</sup>?

— 1<sup>st</sup> That it should be a cond<sup>n</sup> of something future. 2<sup>d</sup> That y. condition be something which may or may not happen - and, it must be something possible, lawful & not contrary to good manners.

— What an absolute cond<sup>n</sup>?

— Those which are added to make y. oblig<sup>n</sup>.



Are agreements respecting future contingencies permitted?

~~No.~~ with y. exception of contracts of marriage  
Is y. debtor of specific things answerable for accidents & cases of inevitable necessity?

~~No.~~ - not until he is guilty of improper delay - (Placed en demeure)

When is a d. considered as placed en demeure?

- From y. time of a judicial interpellation regularly made.

How does he cease to be en demeure?

- By making a regular offer which p. takes y. creditor en demeure as to the receipt of the thing which is to be given.

What are damages & interests?

- The loss which a person has sustained, or y. gain which he has missed.

What is a Civil Obligation?

- A legal tie, vinculum juris, which gives y. person in whose favor it is contracted, a right of judicially enforcing y. performance.

What is a Natural Oblig.?

- That which obliges y. person contracting it in honor & conscience.

What are pure & simple Obligations?

- Those which are not suspended by any condition.

What are conditional obligations?

- Those which are suspended by a condition.



What is a quasi contract?

— A q.c. is y. act of a person permitted by y. law which obliges him in favor of another, without any agreement intervening between them.

— What persons may be obliged by a quasicontract?

— All persons, whether capable or incapable of consent.

What is an injury? (delictum)

— Injury is when a person by fraud or malignity causes any damage or wrong to another.

What are quasi delicta or acts in y. nature of injuries?

— Quasi delicta are facts by which a person causes damage to another without malignity, but by some inexcusable imprudence.

What is y. mediate cause of every obligation?

— Natural law.

How many persons are requisite to constitute an obligation?

— Two. y. persons who contracts y. obligation, & y. person in whose favor it is contracted.

What may be y. object of an obligation?

— Either a thing, which y. debtor obliges himself to give, or an act which he obliges himself to do or not to do.







What are y. rules respecting inequality in regard to Minors.

— Minors are admitted to restitution against any inequality whatever; they are even admitted to restitution in cases in <sup>to</sup> persons of full age have not that right; as in compromises.

What have contracts for their effect?

— Either something to one of y. contracting parties stipulates for being given to him, & to y. other party promises to give, or something to one of y. party stipulates to be done or not done, & y. other promises to do or not to do.

What are y. rules for y. interpretation of Agreements?



What are y. defects <sup>4</sup> to may occur in cont.?  
- Error, force, fraud, inequality, (bribe) want  
of consideration, & want of obligation.

What is y. effect of error in a cont.?  
- It annuls it.

What is y. effect of a forced consent to a cont.?  
- It renders y. cont. vicious, but not void.

What is y. effect of fraud in a cont.  
- Though it ~~is~~ is not absolutely & partially  
void, it is vicious.

What is y. fraud to ~~be~~ furnish ground for  
y. rescission of y. cont.?

- Only that which induces y. contract.  
Any other fraud only entitles y. party to  
a reparation in damages for y. injury sustained.

When are majors allowed to object to their  
agreements as being injurious?

- When y. injury is excessive. This is com-  
monly deemed so, when it amounts to more  
than a moiety of y. just price; except in y.  
case of co-heirs or co-proprietors, with regard  
to whom, if y. injury exceeds a fourth of y.  
just price, it is a sufficient ground for  
restitution.

Are persons <sup>of full age</sup> admitted to restitution in  
compromises.

- No. <sup>Edict of Francis II April 1560.</sup>  
~~but in France~~

Are contracts which relate only to  
movables subject to rescission on y.  
ground of inequality.

- No - however great it may be.



reciprocal interest (utility) of each of y. parties, such as sales exchange, hiring &c.

Cont<sup>s</sup> of Beneficence are those, by which only one of y. contracting parties is benefited, such as loans, deposit, & mandate.

Cont<sup>s</sup> by w<sup>h</sup> one of y. parties confers a benefit on y. other receiving something of inferior value in return, are mixed, such as a donation subject to a charge.

How are Cont<sup>s</sup> of mutual interest divided?

— Into Commutative & Allegatory. Commutative are those in w<sup>h</sup> each of y. contracting parties receives an equivalent for what he gives: these contracts are divided into four classes, viz. — Do ut des. facio ut facias. facio ut des. do ut facias. Allegatory or hazardous cont<sup>s</sup> are those by w<sup>h</sup> one of y. cont. parties, without contributing any thing on his part, receives something from y. other as a compensation for y. risk w<sup>h</sup> he runs.

What are principals & necessary cont<sup>s</sup>?

— The first are those w<sup>h</sup> take place principally on their own account — y. second, those w<sup>h</sup> are entered into for ensuring y. performance of another contract.

What are those cont<sup>s</sup> w<sup>h</sup> are subjected to certain rules or forms?

— Marriage — donation — bills of exchange — annuities. No other agreements are subjected to any forms or arbitrary rules prescribed by the civil law.



- Things <sup>to</sup> are of y. essence of a contract are those without <sup>to</sup> such contract cannot subsist.

Things of y. nature of y. contract are those <sup>to</sup> for without being of y. essence, form a part of it though not expressly mentioned; it being of y. nature of y. contract that they shall be included & understood. Things which are accidental to a contract are such as are only included in it by express agreement.

What are y. divisions of contracts recog-  
nized by y. laws of France?

1. Reciprocal (synallagmatic) & Unilateral.
2. Consensual & Real. 3. Contracts of mutual interest, of beneficence, & mixed contracts.
4. Principal & Accessory. ~~It~~ <sup>But</sup> those which are subjected by y. civil laws to certain rules or forms, & those <sup>to</sup> are regulated by mere natural justice.

What are reciprocal & unilateral contr.<sup>s</sup>?

Recip. are those in <sup>to</sup> each of y. parties enters into an engage<sup>t</sup>. with y. other, such as sale, hire &c.  
Unilateral are those in <sup>to</sup> one of y. parties con-  
tracts an engage<sup>t</sup>. to y. other, as y. loan of money &c.

What are consensual & real contracts?

Consensual are those <sup>to</sup> en formed by y. mere consent of y. parties. Real are those <sup>to</sup> for their nature require a delivery of y. thing.

What are contr.<sup>s</sup> of mutual interest  
contr.<sup>s</sup> of beneficence, & mixed contr.<sup>s</sup>?

— y. first are those <sup>to</sup> an entered into for y.



What is an obligation or personal engagement?

— A legal tie which binds us to another, either to give ~~him~~ something or to do, or abstain from doing, some act.

What is of y. essence of an oblig<sup>n</sup>?

— 1. A cause fr. which y. oblig<sup>n</sup> proceeds. 2. Persons between whom it is contracted. 3. Something which is y. object of it.

What are y. causes of Oblig<sup>n</sup>?

— 1. Contracts. 2. Engagements in y. nature of Contracts (quasi contracts). 3. Injuries (delicts) 4. Acts in y. nature of injuries (quasi delicts).

What is a contract?

— An Agreement by which two parties reciprocally promise & engage, the one of them singly promises & engages to y. other to give some particular thing, or to do, or abstain from doing some particular act.

— What is a solicitation?

— A promise not yet accepted by y. person to whom it is made.

What things are to be distinguished in every contract?

— Things <sup>to</sup> are of y. essence. Things <sup>to</sup> are of y. nature. Things <sup>to</sup> are merely accidental to contract.

Explain these. 27004



What is Jurisprudence?

- General Jurisprudence is that science which regards  $\gamma$ . rights & obligations of individuals in a state of society, as they are capable of being protected and enforced by judicial authority.

Particular Jurisprudence is a knowledge of  $\gamma$ . rights & obligations of individuals in particular communities as they are actually protected & enforced by judicial authority -

And - combining  $\gamma$ . two, I would apply  $\gamma$ . general term of Jurisprudence to the science which regards  $\gamma$ . rights & obligations of individuals in a state of society, as capable of being protected & enforced by judicial authority, accompanied with a knowledge of  $\gamma$ . manner in which they are actually protected & enforced in particular communities.

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